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Transcript Exhibit(s)

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Docket #(s): 5-20837A-12-0001

Arizona Corporation Commission

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Part 1 of Z

For Part 2 see barcode

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Exhibit #: A, F, H, I, W, AA, BB, DD, EE, FF, III, RR, SS, TT, UU,

22, AAA, BBB, CCC, EE, F, PPP, SI-S5, Sloa, Slob, S7-S26



To:

Docket Control

Date:

May 20, 2014

Re:

Out of the Blue Processors, LLC

S-20837A-12-0061

February 28-30 and May 1, 2014 Volumes I through IV, Concluded

STATUS OF ORIGINAL EXHIBITS

FILED WITH DOCKET CONTROL

Respondent Exhibits

A, F, H, I, W, AA, BB, DD, EE, FF, II, RR, SS, TT, UU, ZZ, AAA, BBB, CCC, EEE, PPP

Securities (S Exhibits)

S-1 through S-72

EXHIBITS RETURNED

Respondent Exhibits

P	Not utilized
VV	Not admitted
YY	Not admitted
DDD	Not admitted

Copy to:

Mark Preny, ALJ

Stephen Womack, Securities Division

Arthur P. Allsworth, Respondents



中国新时代控股(集团)公司

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Not 1. A. Weingsthorne Lane.

Name Entertail Becoming 2.5 cin.

William B. Landon: Legalized Catendary France 2020 Wate Arts. Scale: 18 Salam, CRI 97161

Own Server Marine

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Victor Translating Providers From the Contract of China New Front Congress (Providers)



Date: July 30, 2000 China New Era Group Corporation No. 51A, Wangzhina Lane East District, Beijing, China

William B. Lunsford Lunsford Consulting Group 2050 Vista Ave, Suite 1000 Salem, OR 97304

Dear Sir or Madam:

This letter is to certify that William B. Lunsford is an active consultant for China New Era Group. Mr. Lunsford has been a business associate and friend for the past 10 years. He is a well cultured professional who possess the ability to assist New Era Group with its global business developments. Over the years we have come to trust him on a professional and personal basis. He is well versed in the Chinese culture and has become a key element on our global business. Therefore, Mr. Lunsford has the right to form new business alliances and negotiate on our behalf.

Yours Sincerely,

(signature)

Mr. Fu Wencheng President For and On behalf of China New Era Group Corporation

(Official Corporate Seal)





EXECUTIVE SUMMARY CHINA

INTRODUCTION

Lunsford Consulting, LLC (Lunsford) is an Arizona-based consulting firm with deep, strong business relationships in China. Principal and Founder, Mr. Lunsford, has been doing business with the Chinese for more than 22 years. His unique approach to business and his strong relationships with senior Central Government officials has afforded a unique opportunity to develop business throughout the world.

The cliché most people recognize as *the* recipe for success is "Location, Location, Location." However, in China *the* recipe is "Quanxi, Quanxi, Quanxi" (pronounced like kwan-she). Quanxi means contacts, relationships, networks and connections.

Lunsford has quanxi. Meaningful and trusted relationships are highly regarded, protected and sought after in the Chinese culture. The principals of Lunsford enjoy significant relationships with influential people in the private sector and the Central Government who are part of the decision-making echelon of the PRC.

OPPORTUNITY

China has been aggressively seeking opportunities to expand its economy through the building and funding of civil engineering projects in various countries around the world. Lunsford's relationship ties to government officials in several African and Latin American countries have provided several significant opportunities to develop business with the Chinese. Lunsford has relationships with many Chinese companies including China Poly, China New Era, CGGC, and others.

PROJECT SUPPORT - FINANCIAL AND TECHNICAL INFORMATION

Lunsford, with its Chinese relationships provides a unique opportunity for project developers to realize their project in potentially the most favorable economic scenarios possible. The Chinese can and will provide technical expertise, design planning, financial projections and extremely favorable financing alternatives without requiring ownership or equity interest in the projects.

Consequently, project developers retain more of the equity and control over the project than is typical with traditional project packaging. It is truly a win-win proposition.

Lunsford's currently portfolio of projects exceeds more than \$15B in funding, with additional projects in discussion. These projects will generate tens of millions of dollars in revenue to Lunsford, beginning as early as the 1st quarter of 2012. Depending on the project, Lunsford will generate revenue from a percentage of project funding, monthly revenue from ongoing sales transactions, and from potential equity positions.

Lunsford is currently working in conjunction with its Chinese friends to develop a number of projects around the world. A list of some of the projects and their status follows:

PROJECTS - Level I

1200 MW Coal Fired Power Plant – Itobe, Kogi State, Nigeria - \$1.5B for first 600MW phase, with total of \$2B+ for 2phases.

 Project includes Jetty on the River Niger, housing for plant employees, housing for coal mining employees, reinforcement of 70km of road, 15km of new road to mining site, and sectional improvements on 170km of roadway to limestone quarry.

Status

- Signed Agreement between parties
- Site surveys completed
- Verbal government support and guarantees provided by all relevant regulatory departments
- Milestone/Timeline detail completed
- Initial Funding approved Final funding awaiting final reports and Power Purchase Agreement (PPA)/Sovereign Guarantee

400 MW Gas Power Plant – Nigeria – estimated \$500M

Status

Signed Memorandum of Understanding (MOU) between parties

Iron Ore/Steel Plant – Uganda – Estimated \$500+M

Status

- Initial review and acceptance of project by Chinese
- Signed Agreement between parties
- Preparing for site visit to Uganda

Hydro Power Energy Project – Uganda – estimated \$800M (phase 1) remaining phases totaling \$3.5B over 5 years

Status

- Initial review and acceptance of project by Chinese
- Formal Letter of Interest submitted by China to Uganda Minister of Finance
- Preparing for site visit to Uganda estimated 1st quarter of 2012

Three Point-to-Point Rail Projects – Uganda – estimated \$600M - \$1B Status

- Initial review and acceptance of project by Chinese
- Formal Letter of Interest submitted by China to Uganda Minister of Finance
- Preparing for site visit to Uganda estimated 1st quarter of 2012

Oil Refinery – Uganda – estimated \$2-3B Status

- Chinese company identified for project
- Favorable initial discussion with company
- Formal request from China to explore project Government

Oil and Gas Development Project – Uganda – Estimated \$900M Status

- Initial review and acceptance of project by Chinese
- Invitations being prepared for Ugandan delegation with intention to sign MOU

PROJECTS - Level II

Waste To Energy (WTE) – Buenos Aires, Argentina – Estimated \$200M Status

- Initial review and acceptance of project by Chinese
- Invitations being prepared for Ugandan delegation with intention of sign MOU

260 Kilometer Road / Bridge Construction— Paraguay — Estimated \$400M Status

- Project meets critical criteria for Chinese
- Completed Feasibility study
- Project approved by Peruvian Federal Government for sovereign guarantee
- Awaiting overview documentation

Oil Purchase/Exploration/Refinery – Various countries – estimated monthly revenue Status

- China has made request to identify various crude oil sources for immediate purchase, exploration and refinery investment
- Lunsford pursuing opportunities with established relationships

Gold Mining - Ghana - \$100M+

Status

- Verbal interest
- Documentation under review

PROJECT - Level III

Government Housing and related infrastructure – Angola, Africa - estimated \$900M Status

- Preliminary discussions underway with lead developer
- Documentation under review

Air Traffic Control Tower – Common Market for Eastern and Southern Africa (COMESA)
Status

- Feasibility Study Complete
- Preliminary Project Proposal Completed
- Multiple relationships within COMESA organizations

Various Infrastructure Projects – Democratic Republic of Congo, Africa (DRC) – estimated up to \$15B

Status

• Local government relationships

Various Infrastructure Projects – Senegal, Africa

Status

- Electrical Power Plant Mila
- Local government relationships

Various Infrastructure Projects – Liberia, Africa

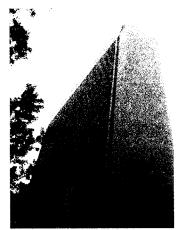
Status

• Local government relationships

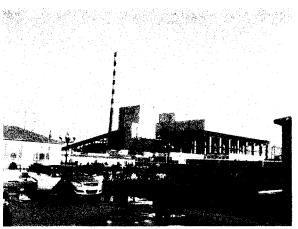
Alternative Fuel Injectors – Retro-fit emissions reduction, fuel conversion kits for diesel engines
Status

Verbal interest expressed from China

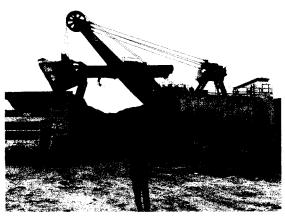
PHOTOS OF PROJECTS



China Poly Building Project Contractor



Chinese 1200 MegaWatt Coal Plant similar plant to be built in Nigeria



Coal Excavation and Transport



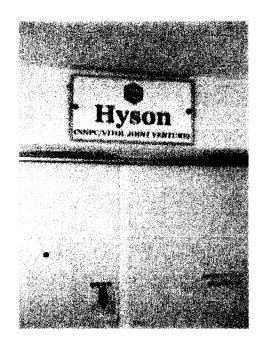
Signed Agreement between Poly and Zuma



Chinese Officials receive commitment from Special Advisor to President G. L. Jonathan



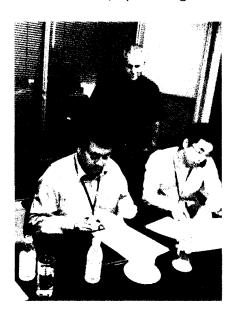
Zuma receives add'l financial commitment from the Debt Management Office



Meeting with the Oil Officials From NNPC/Hyson - Nigeria



Meeting with ZhenHua Oil Executives with Nigerian Rep to discuss China's oil demands





Meeting between Chinese and Uganda Officials Memorandum of Understanding (MOU) Signing Event Chinese Company of Record: Sinosteel Equipment and Engineering Co.



Print | Close Window

Subject: Re: Investment

From: Margo Maliamo <m3maliamo@gmail.com>

Date: Tue, Jan 17, 2012 7:59 am

To: mark@secondopinionsolutions.net



Hello Mark, yes and thank you for the attachment. It was informative, but it did not say where my money would be specifically going or what the return on investment would be and how it would be paid. I was hoping for something more specific.

Anyway, the snow up here has slowed things down. We got a huge winter storm which will now push my trip back to Arizona. We never get snow, so it tends to slow or close things down. My meetings today are still a go, but I'm not sure about the traffic situation. It's only 6:45am and still snowing. I will try to call you later today or tomorrow. I should have my money by Wednesday and am hoping to place \$200-\$250k into my name only, not an LLC. I'm hoping to wire it so it will not show in my bank account, but rather wire it straight into an investment. Let me know if this would be feasible, I'm not sure if it will be large enough for your investment. I won't be taking calls during the day, but you can text me anytime. I don't check my email as much as I should:) there is a lot going on right now.

Thank you,

Margo 480-359-6775

On Mon, Jan 16, 2012 at 7:03 PM, <<u>mark@secondopinionsolutions.net</u>> wrote: Margo:

I hope all is well with you during this busy time. I want to make sure you received my previous email about the China opportunity (with the attachments). Please confirm. Also, please let me know your anticipated return to Phoenix so we can plan a meeting. Thank you again for your consideration,

Best Regards,

Mark Steiner

----- Original Message -----

Subject: Investment

From: Margo Mallamo <m3mallamo@gmail.com>

Date: Mon, January 09, 2012 9:53 am To: mark@secondopinionsolutions.net

Hello Sir,

. .

I was forwarded an email a week or so ago, originally from Rolf Heartburg, about your investment in China. I am looking for a profitable investment with a quick turn around (less than a year) to quickly place the profits of business sale I am currently tied up with. I am in the Seattle area for about a week or two, but could meet you when I return to Arizona. There is a bit of a short time constraint on my ability to wire the money to an investment, and this seems to be perfect timing.

Do you have information you can send so I can read up on it? I'm very interested on all the gas and oil exploration currently going on, as I think it's a very lucrative future.

Thank you in advance for your time, Margo Mallamo m3mallamo@gmail.com



Text Transcript Communications Between Mark Steiner and Margo Mallamo

Jan 19, 2012 8:10 am

Mark:

Do you have time for a discussion sometime today?
-Mark Steiner

Margo:

½ Yes, sorry. The power went out up here due to all the snow, so I don't have computer access. It should be up hopefully sometime this am. What a mess! Give

2/2 me a sec, and I'll call u... I'm just waking up:)

Jan 19, 2012 10:53 am

Mark:

All has been forwarded to your email.

Margo:

Thank you for your prompt reply! I'll let you know when I have had time to review. How do you want it returned? Can I scan and email or fax?

Jan 19, 2012 12:32 pm

Mark:

Scanning then emailing would be better if you can do that. I can receive a fax also, but need to know when you would be faxing so I switch the phone line over. Whatever works for you.

Margo:

(½) Ok, I will find a scanner and email it. Power is out again up here, but probably a FedEx office will have power and be open downtown somewhere, then I (2/2) won't have to worry about making another phone call. Thank you Mark.

Jan 21, 2012 2:41 pm

Mark:

Any luck with a scanner location?

Jan 23, 2012 10:29 am

Mark:

Hope all is well today. Let me know. Thx

Jan 23, 2012 11:22 am

Margo

(1/2)My attorney looked over the operating agreement and found Heartburg had several arrests, one recently for fraud. I won't be investing. Thank you for your (2/2)time.

MM

Mark:

I'm sorry to hear. There is a mis-association in you research. I would be happy to clarify

Jan 23, 2012 3:39 pm

Mark:

Margo:2 reasons to contact me...1) Is your atty local? (Phx) If so, he probably knows the atty who has handled the misrepresentation on the 'fraud' issue. I can put you in touch with him. 2) Rolf is not involved in the project other than an independent investor (like you and all other investors – he simply made a referral). His person or background has no bearing on the outcome, distribution, or control of revenue, etc. I hope you will seek clarity before you make your final investment decision. Thanks for your consideration. Mark Steiner

Jan 24, 2012 11:11 am

Mark:

Is there any interest in reconsidering, contingent on satisfactory review of information?

Jan 25, 2012 8:50 am

Margo:

Thanks Mark, my attny is reviewing. I am officially divorced and taking a small needed vacation and will be back in phx next week. We can discuss then. tkxs.

Mark:

Compliments on closing a difficult chapter. I appreciate your willingness to re-consider based on a more accurate representation of facts. Enjoy your vacation. I look forward to meeting you when you return to AZ

Margo;

Thank you:)

Feb 13, 2012 10:34 am

Mark:

Margo, This is Mark Steiner. I hope your vacation was restful. I am assuming you are back in Arizona. I would like to meet with you regarding this China investment opportunity. We are currently preparing for travel to complete the signing of our first funding project. I would like to share the details with you. This information will help you clarify the opportunity, understand the people in the project, and help you make an informed decision. I look forward to your response.

Feb 14, 2012 11:53 am

Margo:

I guess I want to know why Rolf was arrested for Fraud??

Mark:

It's a legitimate question...with an explanation. Would you be willing to meet and discuss that and the opportunity for what they are collectively and individually?

Feb 14, 2012 12:42 pm

Mark:

...simple discussion, then you can decide. That's fair isn't it? (You may like th answer)

Feb15, 2012 10:14 am

Mark:

I can offer both sides of the 'fraud' concern. Allow me to share the details.

Margo:

That would be fine, my attorney is sick and out of his office, so I was waiting for him to return my call. I don't want to do anything without him:)

Mark:

Of course. I appreciate your open mindedness. Thx

Margo:

Sorry, I thought I replied to you yesterday, Im moving and trying to pack:)

Mark:

No problem. Good luck. Not always the most fun thing to do. If there is anything I can do to help, plz let me know

Margo:

(½) Thanks give me a few days and we can prob meet or if you want to email something I will forward to my attny so he can start review until im done. I want to (2/2) get this money moving

Feb 15, 2012 10:30 am

Mark:

If it ok, I would prefer to talk directly to discuss the details. Because the in formation impacts the reputations of people (I know both parties), I don't want to to inadvertently share info that could be misinterpreted without the opportunity to address it directly. Once we have had the discussion, I will be happy to put our common understanding in writing. Thanks for understanding. Perhaps we can meet at the beginning of the week.

Margo: Ok thank u

Margo:

Ill let you know when im back, im in seattle packing

Feb 15, 2012 11:00 am

Mark:

I will wait to hear.

Feb 21, 2012 7:56 am

Mark:

How's the moving coming along? I have included a link to an article discussion our project in Nigeria. We are currently preparing to travel to Nigeria with a Chinese delegation to sign off and finalize this project. Please see the link below.

http://www.champion.com.ng/displaycontent.asp?pid=15810

Feb 22, 2012 2:59 pm

Margo:

Hi Mark, It's Margo can we meet tomorrow or Friday?

Feb 22, 2012 4:05 pm

Mark:

I am available Thursday afternoon from 3 to 6 and am flexible on Friday. What works best for you?

Margo:

I will be downtown PHX tom afternoon, can we meet there?

Feb 22, 2012 4:29 pm

Mark:

That will be fine. Let me know the location address and time. I will see you then.

Feb 23, 2012 9:02 am

Mark:

Have you determined a meeting location and time for this afternoon?

Feb 23, 2012 10:53 am

Margo:

(1/2) I should be doing the necessary paperwork for an LLC around 3:30-4:30 at the AZ corporation dept address says 1300 washington. Text me when you arrive and I (2/2) will be able to go give you a cahiers ck also. My attny wanted a cashiers check not a wire. When are you going to China?

Mark:

I believe it will be the first part of March. We are working out the final travel arrangements to meet the Chinese in Nigeria to finalize and sign the EPC agreement for funding. We are also working on at least 2 other projects while we are there. I will fill you in on details when we meet. I will plan on meeting you about 4:30. I will call when I arrive. Thank you

Feb 23, 2012 12:16 pm

Margo:

Can we meet a little earlier like 4pm?

Mark:

Sure. Same place?

Margo:

Ya, it won't take me an hour to turn in the paper, 4 is good

Feb 23, 2012 3:52 pm

Mark:

I am here. I am in the lobby.



referred by other participant	15,000.00	222 W. Coral Gables Drive Phoenix, AZ 85023 \$	* Gmelich
referred by other participant	10,000.00	Scottsdale, Arizona 85255 \$	R Kocks
referred by other participant	75,000.00	8917 E. Copper Valley Lane Sun Lakes, AZ 85248 \$	Zackarilly
family	120,000.00	135 Country Club Trc Leesville, LA 71446 \$	* DHS DBP
family	25,000.00	135 Country Club Trc Leesville, LA 71446 \$	* D Steiner
referred by other participant	110,000.00	9221 W. Briarwood Circle N. Sun City, AZ 85351 \$	* Sue Painter
referred by friend of 10+ years	15,000.00	7625 S La Corta Dr Tempe, AZ 85284 \$	* Florin Capital Solutions, LLC
referred by other participant	25,000.00	1447 134A St. Surrey, BC V4A9A6 Canada \$	Will Law
referred by other participant	75,000.00	19890 N. 85th Ave Peoria, AZ 85382 \$	* Sylvia Anderson
referred by other participant	75,000.00	19890 N. 85th Ave Peoria, AZ 85382 \$	* Patricia Riddle
referred by friend of 10+ years	308,000.00	2633 E Indian School Rd Ste 410 Phoenix, AZ 85 \$	* Cachaca Holdings LLC
work associate - approx 5 years	25,000.00	1819 E. Southern #B15 Mesa, AZ 85204 \$	* Jamey Vercelli
church associate	30,000.00	3930 E Fox Circle Mesa, AZ 85205 \$	* The Kinkaid Group, LLC
friend / neighbor - aprox10 years	15,000.00	7851 E. Hanover Scottsdale, AZ 85255 \$	* Lucky Dog Investment Group, LLC
work associate - approx 3 years	20,000.00	5345 E. McCelland Rd., #22 Meas, AZ 85205 \$	* David Antestenis
same as above - divided position due to divorce	50,000.00	20346 N. 96th Way Scottsdale, AZ 85255 \$	* Kim Marie Weiss
children attend same school	100,000.00	PO BOX 27643 Scottsdale, AZ 85255 \$	* Lee Weiss
amount gifted from Michael and Andi Laney		1987 W. Lawrence Circle South Jordan, UT 8409: \$	
amount gifted from Michael and Andi Laney	10,000.00	3117 S. Wylie Circle Mesa, AZ 85212 \$	Rock Living Trust
work associate - approx 5 years		8212 W Foothill Dr., Peoria AZ 85383 \$	 Mitchell and Natalie Layton
referred by other participant	50,000.00	31242 N. 49th St. Cave Creek, AZ 85331 \$	* Vantage FBO Robert L. Kocks IRA
referred by other participant	45,000.00	1505 Southside Blvd. Nampa, ID 83686 \$	* Overall Plumbing Corp
referred by other participant	80,000.00	8811 Highway 45 Nampa, ID 83686 \$	<u>ہ</u>
referred by friend of 10+ years	50,000.00	751 S. 650 E. Centerville, Ut 84014 \$	* Jack and Jeanne Shell, FLT
friend / church - approx 10 years	70,000.00	9282 E. Desert View Scottsdale, AZ 85255 \$	* Bryce and Laurel Petersen
friend / church - approx 10 years	70,000.00	16462 N. 67th St. Scottsdale, AZ 85254 \$	* Michael and Andi Laney
work associate / friend - approx 5 years	100,000.00	23203 N. 121st Dr. Sun City, AZ 85373 \$	* SNL & Associates
friend / neighbor - aprox10 years	100,000.00	N. 79th Pl., Scottsdale, Arizona 85255	* Derek and Sandy Howard
Relationship	Participation	Address	investor
		OUT OF THE BLUE PROCESSORS	

understood to be accredited investors

TOTAL

#######

IRON ORE STEEL PLANT **UGANDA**



HORIZON CAPITAL



REPUBLIC OF UGANDA STEPHEN T.K. KATENTA - APULI

AMBASSADOR EXTRAORDINARY & PLENIPOTENTIARY

EMBASSY OF UGANDA AVENUE DE TERVUREN 317 Tel: +32 2 762 58 25 FAX: +32 2 763 04 38 MAIL: APULIZKATENTA@GMAIL.COM

1150 BRUSSELS, BELGIUM CONTACTUGANDAEMBASSY@GMAIL.COM



FIRSTREE S

S.B. RUKUNDO

HON.

KIGEZI STEEL COMPANY LIMITED

P.O.BOX 2263 Kampola

Mick 8772526252 1879

Fig. 5 Corporation Road

Ugands

MUKUNDANE IBO

Child Executive

7th Floor Communications House
Plot 1 Colville Street Portal Avenue P.O.Box 127, Kampala, Uganda

Mob: +256 (0) 752 114 047 Tel: +256 (0) 392 891 065

Email: iba.mukundane@harizoncapilal.co.ug Web: www.horizoncopital.co.ug



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Lu Pengcheng **Managing Director**

Add: 8 Haidian St., Beijing , P.R. China 100080 Tel: 86-10-62688198

Fax: 86-10-62688098 Mobile: 13701056374 http://mecc.sinosteel.com Email: lupc@sinosteel.com

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Wang Jian

Deputy General Manager

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Tel: 86-10-62687998 62687818

Fax: 86-10-62687983 62687985 Mobile: 13911766181

http://mecc.sinosteel.com huaguanglin@mecc.sinosteel.co



被授权单位邀请函

Invitation Letter of Duly Authorized Unit

编号/No.: 2800 - 1108 - 0127

此函仅限申请人前往中华人民共和国驻					
或中华人民共和国外交部驻		特别行政[X特派员公署申记	青签证时使用。	
Please apply forthwith for visa at the Embassy (Consulate General/Consulate/Office) of the P. R. China					
in <u>Belgium</u> or the Commissioner's Office of the Foreign Ministry of the P. R. China					
inSAR with this letter.					
被授权单位名称 中国中钢集团公司					
Name of Duly Authorized Unit					
被邀请人情况					
Information of the Invited					
外文姓名	性别	出生日期	国籍	护照号码	
Full Name	Sex	Date of Birth	Nationality	Passport No.	
1 Mr. Stephen kapimpina katenta-apuli	男	1939.05.31	9干达	DA023207	
2					
2				:	
4				: :	
5				. 10	
申请签证有效期 2个月	1 7 7 7 7	竟次数 1	最长停留天	- 数 30	
Validity of Visa Intended to Apply	Number	of Entries	Longest Stay		
拟入境日期 2011.8.29	访问均	也点 北京	事由 接給钢	厂事宜	
Date of First Entry	Places to	o Visit	Purpose of Visi	t .	
联系人 韩雪姣 被授权单位盖章及负责人签署					
Contact Person					
电话 86-10-62689802	Seal and	l Signature	、、、、、、、、、、、、、、、、、、、、、、、、、、、、、、、、、、、、、、、		
Tel			132		
传真 86-10-62685600		1742	1 4 1	[≥]	
Fax					
邮箱 hanxj@sinosteel.com		N.	X年 8 代	16日	
E-mail		*	Year Mon	n Day	

注:本函限五人使用。不足五人的空白部分,请对角划一斜线。超过五人另行出函。 Notes: This letter is for 5 people at most. Please cross a diagonal in the blank space if there are less than 5 people. For more than 5 people, please issue another one.



MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made on this 2nd day of September 2011 between

KIGEZI STEEL COMPANY LTD. (KSCL), a Limited Company incorporated under the laws of Uganda and having its registered office at Plot 5 Corporation Road, Ntinda, Kampala, Uganda (hereinafter referred to as "The Client"),

AND

SINOSTEEL EQUIPMENT AND ENGINEERING CO, LTD. (SinoSteel), a professional engineering company in metallurgy and energy industry, a full subsidiary of Sinosteel Corporation which is a wholly-owned company by the Chinese Central Government, listed as #354 in the World Top 500 companies according to Fortune List of 2011, and is incorporated under the laws of China and having its registered office at 8 Haidian St., Beijing (hereinafter referred to as "the **EPC Contractor**").

WHEREAS, the Republic of Uganda, through its political structure and organization, has identified the transformation of iron ore into steel as a strategic component in the development of rail infrastructure, hydro-power schemes, steel pipes for oil and gas industry and to supply its many other critical industries.

Now THEREFORE, the Client having received a concession from the Uganda Government to develop an Iron Ore Mine and Steel Plant,

AND, whereas

The EPC Contractor has the professional and technical expertise in the mining of Iron Ore, and the designing and building of Steel plants.

Now, therefore the two parties have mutually agreed to enter into an arrangement for mutual benefit to facilitate the implementation of the project(s) identified in this MEMORANDUM OF UNDERSTANDING.

Uganda Steel Needs

Uganda seriously lacks adequate steel and related products for critical infrastructure development. It relies on importing such products to meet its demands. It is well known and understood that the economic impact of importing such products is a drain on it's foreign currency earnings. Importing these critical materials significantly retards technology transfer, infrastructural progress, limits local jobs creation, employment, and forgoes potential tax revenue, among others.

We

With the implementation of the Iron Ore mine and a functioning/producing steel plant, Uganda will be able to accelerate its economic growth and will directly benefit from employment, skills development, tax revenue, and the advancement of other industries associated with steel products including oil, power, rail transport, residential, commercial and government housing, and international trade.

In view of the steel product needs of Uganda and the technical and financial expertise of the EPC Contractor, it is in the mutual cooperation of both parties to enter into an Exclusive Agreement to facilitate the project(s) named within this document.

Solutions Provided by the EPC Contractor

The EPC Contractor finds the Ugandan opportunity suitable and a good fit for their business model and desires to provide necessary technical expertise for the Iron Ore Mine and The Client's Steel Plant(s).

The EPC Contractor is experienced and capable to provide the comprehensive technical solutions for Uganda's mining and steel plant needs.

The EPC Contractor is in a position to implement this project as a 100% turn key in accordance with the Client's feasibility study, but recommends that the minimum of 140, 000 tonnes per annum be scaled up thus requiring a bigger reserve of iron ore. The EPC Contractor will implement this project upon request from the Government of the Republic of Uganda to the Government of The Peoples Republic of China.

The Client has attached its related feasibility report as an addendum to this MEMORANDUM OF UNDERSTANDING.

Preliminary Work Schedules/Parties Responsibilities

- The EPC Contractor will send a team of it's technical and financial staff to Uganda for due diligence, survey of facilities, sites and engineering capabilities, introduction to important and relevant government personnel at a proper time as agreed between the parties.
- 2. The EPC Contractor will provide a technical and financial report and proposal of project(s) for The Client's approval.
- 3. The Client will provide any information/documents as may be required from time to time for the advancement and implementation of this project.
- 4. Upon mutual evaluation and project approval, both parties will undertake procedural steps to enter into a Final Agreement to implement this project(s).

In view of Uganda's need for Iron Ore and Steel Plant products, and the expertise offered by the EPC Contractor, both parties agree to work in mutual cooperation to implement this project(s).

IN WITNESS WHEREOF, this MEMORANDUM OF UNDERSTANDING dated September 2, 2011 is signed in Beijing, China.

11

KIGEZI STEEL COMPANY LTD.

SINOSTEEL EQUIPMENT AND ENGINEERING CO,

LTD.

TNOW Name/Title

Signature

Discussion Attendees:

Uganda

Ambassador Stephen Katenta - Apuli Honorable S. B. Rukundo, Chairman KSCL Steel Mr. Businge Katenta, Global Economic Strategies, LLC Mr. Mukundane Ibo, CEO Horizon Capital

Lunsford Consulting, LLC

Mr. William Lunsford

Mr. Mark Steiner

Sinosteel EQUIPMENT AND ENGINEERING CO, LTD.

Mr. Wang Jian, Deputy General Manager

Mr. Hua Guanglin, Director of Marketing Department

Mr. Li Ye, Project Manager

Mr. Liu Jimin, Chief Consultant

Mr. Wang Chunyu

EXHIBIT EE ADMITTED

September 2, 2011

Hon. Maria Kiwanuka Minister of Finance and Economic development KAMPALA, Uganda.

Madam Minister,

It was a pleasure for us to meet the Business Uganda delegation led by the Hon. S. B. Rukundo. We believe that these discussions to set up a steel mill for Kigezi Steel Company Ltd. will find favor with the Governments of the Republic of Uganda and the People's Republic of China

Our discussions on the steel mill did bring up the impact of this project on other development needs of the Republic of Uganda especially in the areas of Energy, Infrastructure Development and Construction.

This letter is to express the interest of Sinosteel Equipment & Engineering Co., Ltd in participating in other projects like the construction of the Oil Refinery, Cement Manufacturing Plants, implementation of the Hydro Energy Schemes, Electricity High Voltage Transmissions Liners, Construction and the such other projects that the two countries would mutually identify and agree upon.

We look forward to enhancing the very good relationship, which so happily exist between our countries.

Yours Faithfully,

Mr Wang Jian Deputy General

Deputy General Manager

Sinosteel Equipment & Enginnering

地址: 中国 北京海淀大街8号中钢国际广场二十六层 邮编: 100080

电话:86-10-62688188 传真:86-10-62688098

网址: http://mecc.sinosteel.com

EMBASSY OF THE REPUBLIC OF UGANDA

AND PERMANENT MISSION TO THE EUROPEAN UNION

Tel: +32 2 762 58 25 Fax: +32 2 763 04 38

E-mail: contactugandaembassy@gmail.com

Website: www.uganda-embassy.be



Avenue de Tervuren 317 1150 Brussels Belgium



Ref: B/ ADM, 02

3rd September 2010

Lunsford Consulting, LLC William B. Lunsford Mark G. Steiner 4824 E. Baseline Road Mesa, AZ 85206

Dear Mr. Lunsford and Mr. Steiner,

I enjoyed my discussion with your company regarding possible opportunities and ventures between Uganda and China. As per our discussion, Uganda has interests in exploring strategic financial and technical affiliations with your associates in the Chinese Central Government.

I would appreciate their consideration for various infrastructural development projects. Some projects of interest include:

- Power and electricity 5,000 megawatts to 20,000 megawatts within 15 years
 - o Hydro using water from the rive Nile
 - o Thermal Heat converting natural gas
- Government Real Estate Development
 - o Police Headquarters, Regional Offices and Barracks Buildings
 - o Roads and Highways
- Additional Projects with partner countries
- O Uganda enjoys favorable relationships with key government officials from several neighboring countries that have expressed similar interests.

Uganda would be looking to possible contract financing for medium and long term loans to advance these projects.

I look forward to your response in advancing these opportunities.

Sincerely,

Stephen T.K. Katenta-Apuli

AMBASSADOR

IEACHER KEAKK FOR BAPING 196

Three city markets to get \$500m facelift

By TADDEO BWAMBALE

The Government is negotiating with a Chinese investor for a \$500m (about sh1.2 trillion) loan to construct modern shopping centres in three dilapidated city markets.

If approved, the implementation of the multimillion project is expected to start early next year.

CONTINUED ON PAGE 7

Kampala residents to be registered

The Government has started registering all people residing in Kampala as a measure to curb the high crime rate in the city and its neighbouring areas.

Residents have to register with their local councils in all divisions, outgoing resident city commissioner Alice Muwanguzi has said.

SEE STORY ON PAGE 6

Museveni campaigns for Kikulukun



President Yoweri Museveni campaigning for the NRM candidate in the Butambala byelections, Faisal Kikulukunyu, on his way to Kibibi in Butambala yesterday. See story on Page 3

EDUCATION

Ministry to blacklist Orombi rules out 13 contractors

Contracts terminated, p3

NATIONAL NEWS

joining politics

Book about him compiled, p5

LIFESTYLE

Outstanding people scoop Crest Awards

First Lady is special, p18

EXHIBIT

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A pays off former city ncil workers

ISWA

rmer employees ct Kampala City received their ickage, Kampala Authority (KCCA) ons officer, Peter iid.

who were laid off , were to receive nts within one rected by the minc service.

to KCCA, the afkers received a n package of six ss salary payment notice, fixed ans and repatriation

spend about sh5b of the severance to workers laid the restructuring nich affected over KCC employees.

d, the authority has t sh.2.9b in paying kers.

the remaining 169 ll had pending ist out with the au-

kers who have not have audit queries still have to clear



with KCCA, but all the funds are ready for disbursement," Kaujju said.

The terminated workers were expected to hand over the authority vehicles, work reports, keys, identity cards and any other relevant information and equipment.

The exercise, however, did not affect health workers at the health centres and teachers in KCCA schools. It affected teachers at the headquarters and divisions.

Some of the workers affected included individuals who were volunteers and staff on temporary terms.



City markets to get sh 500m facelift

CONTINUED FROM PAGE 1

The state minister for economic planning, Henry Banyenzaki, identified the markets as Nakasero, St Balikuddembe and Kisekka.

"Negotiations are ongoing to secure a loan from a Chinese investor at an interest of about 2 % per year. The project will help the traders to earn better income and improve the outlook of the city," Banyenzaki said.

He was meeting over 200 traders from Nakasero Market at Christ the King Hall in Kampala on Thursday.

The minister also revealed that the Government will consider establishing similar projects for markets in all municipalities countrywide.

He advised the Nakasero traders to raise funds to acquire the lease from the Kampala Capital City Authority (KCCA).

The traders are required to pay sh600m arrears to acquire a lease from KCCA, in accordance with an agreement made with the defunct Kampala City Council to pay sh1.2b. Banyenzaki assured

the traders of Government support.

"The Government is ready to support you but you must first organise yourselves. Having the title for the market will help you to develop your market for you and your children," he said.

KCCA tried to possess Nakasero market in April, but the violence that ensued and a court order blocked the exercise. The authority collects sh24m monthly from the traders.

The markets are run-down and traders operate in filthy conditions.



This instrument was recorded at the request of:

LUNSFORD CONSULTING, L.L.C. 4824 E. Baseline Rd. Suite 133 Mesa, Arizona 85206

This recording official is directed to return this instrument or a copy to the above person.



Space Reserved for Recording Information.

CERTIFICATE OF MEMBERSHIP OUT OF THE BLUE PROCESSORS, L.L.C (II)

CERTIFICATE DATE:	May 1, 2011	STATE OF ORGANIZATION: ARIZONA
CERTIFICATE NUMBER:	015	
MEMBER:		MANAGER:
DUKE COWLEY 1242 E. Jackson Street Phoenix, AZ 85034		Mark Steiner 7877 E. Hanover Way Scottsdale, AZ 85255
MEMBERSHIP / VOTING	;	PERCENTAGE OWNERSHIP / PROFITS
\$ 25,000		3.3333%
NON-VOTING INTEREST	Γ	
TOTAL: \$ 25,000 / \$ 750,000		3.3333% 100.00%

CONTRIBUTIONS

The initial assets contributed to the Limited liability Company, and the liabilities assumed, if any, are contained within the Operating Agreement for OUT OF THE BLUE PROCESSORS, L.L.C. (II), as amended from time to time.

ARTICLES & OPERATING AGREEMENT

Member adopts and ratifies the Articles of Organization filed for this Limited Liability Company with the Corporation Commission of the State of Arizona, as amended from time to time. Member further adopts, ratifies, and agrees to be bound by the terms and conditions of the Operating Agreement of the Limited Liability Company, as amended from time to time, and Member's execution of this Certificate of Membership shall be an execution in counterpart of that Operating Agreement. Member hereby acknowledges receiving a copy of the Operating Agreement and all its attachments

SPECIAL CONDITIONS & RIGHTS OF MEMBERSHIP

The membership under this Certificate of Membership is subject to certain designations, preferences, qualifiations, limitations, restrictions, special rights, and/or relative rights, which shall control with respect to the membership under this Certificate notwithstanding any provision of the Operation Agreement to the contrary, as follows:

- 1. None
- 2. Except as otherwise provided in theis Certificate, this Membership is subject to all the terms and conditions of the Operating Agreement of the Limited Liability Company.

RESTRICTIONS ON TRANSFERABILITY

The Company Percentage Interests represented by this document have not been registered under any securities laws, and the transferability of the Company Percentage Interests therefore is restricted. The Company Percentage Interests may not be sold, assigned, or transferred, nor will any assignee, vendee, transferee, or endorsee hereof be recognized as having an interest in such partnership Percentage Interests by the issuer for any purpose, unless (1) a registration statement under the Securities Act of 1933, as amended, with respect to such Company Percentage Interests shall then be in effect and such transfer has been qualified under applicable state securities laws, or unless (2) the availability of an exemption from registration and qualification shall be established to the satisfaction of counsel of the Company. The Percentage Interests represented by this document are subject to further restriction as to their transferability as set forth in the Operating Agreement of the Company and agreed to by each Member. Said restrictions provides, among other things, that no transferee shall become an Additional Member unless consented to by every Manager. These restrictions on transferability shall not prevent transfers to an estate planning trust in which Member is Grantor, or to a Limited Liability Company in which Member is the Manager.

Signature of Manager:	Signature of Member:
Mark G. Steiner	Member Representative

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CERTIFICATE OF MEMBERSHIP OUT OF THE BLUE PROCESSORS, L.L.C (II)

CERTIFICATE DATE:	May 1, 2011	STATE OF ORGANIZATION: ARIZONA
CERTIFICATE NUMBER:	009	
MEMBER:	. 	MANAGER:
CARY STEINER 995 Chippewa Way Washington, UT 84780		Mark Steiner 7877 E. Hanover Way Scottsdale, AZ 85255
MEMBERSHIP/VOTING:		PERCENTAGE OWNERSHIP / PROFITS
\$ 80,000		10.6667%
NON-VOTING		
TOTAL: \$80,000 / \$750,000		10.6667 / 100.00%

CONTRIBUTIONS

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Signature of Manager:	Signature of Member:
Mark G. Steiner	Member Representative

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CERTIFICATE OF MEMBERSHIP OUT OF THE BLUE PROCESSORS, L.L.C

CERTIFICATE DATE: June 1, 2008	STATE OF ORGANIZATION: ARIZONA
CERTIFICATE NUMBER: 004	
MEMBER: DAVID H. STEINER	MANAGER:
DEFINED BENEFIT AND PENSION PLAN 135 Country Club Terrace Leesville, LA, 71446	Mark Steiner 7877 E. Hanover Way Scottsdale, AZ 85255
MEMBERSHIP / VOTING:	PERCENTAGE OWNERSHIP / PROFITS
\$ 120,000	8.0000%
NON-VOTING INTEREST	
TOTAL: \$ 120,000 / \$ 1,500,000	8.0000% / 100.00%

CONTRIBUTIONS

The initial assets contributed to the Limited liability Company, and the liabilities assumed, if any, are contained within the Operating Agreement for OUT OF THE BLUE PROCESSORS, L.L.C., as amended from time to time.

ARTICLES & OPERATING AGREEMENT

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Signature of Manager:	Signature of Member:
Mark G. Steiner	Member Representative

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CERTIFICATE OF MEMBERSHIP OUT OF THE BLUE PROCESSORS, L.L.C (II)

CERTIFICATE DATE:	May 1, 2011	STATE OF ORGANIZATION: ARIZONA
CERTIFICATE NUMBER:	007	
MEMBER:		MANAGER:
DAVID STEINER 135 Country Club Terrace Leesville, LA 71446		Mark Steiner 7877 E. Hanover Way Scottsdale, AZ 85255
MEMBERSHIP / VOTING	:	PERCENTAGE OWNERSHIP / PROFITS
\$ 25,000		3.3333%
NON-VOTING INTEREST	Γ	
TOTAL: \$ 25,000 / \$ 750,000		3.3333% 100.00%

CONTRIBUTIONS

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CERTIFICATE OF MEMBERSHIP OUT OF THE BLUE PROCESSORS, L.L.C (II)

CERTIFICATE DATE:	May 1, 2011	STATE OF ORGANIZATION: ARIZONA
CERTIFICATE NUMBER:	007(A)	
MEMBER: DAVID STEINER 135 Country Club Terrace Leesville, LA 71446		MANAGER: Mark Steiner 7877 E. Hanover Way Scottsdale, AZ 85255
MEMBERSHIP / VOTING	:	PERCENTAGE OWNERSHIP / PROFITS
\$ 50,000 NON-VOTING INTEREST		6.6666%
TOTAL: \$ 50,000 / \$ 750,000		6.6666% 100.00%

CONTRIBUTIONS

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Mark G. Steiner	Member Representative

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4824 E. Baseline Rd. Suite 133 Mesa, Arizona 85206	
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CERTIFICATE DATE:	May 1, 2011	STATE OF ORGANIZATION: ARIZO	NA
CERTIFICATE NUMBER:	012		
MEMBER:		MANAGER:	
Don and Lynne Gilman Living Trust Date 11/05/21012 1230 Mourning Dove Court Redmond, OR 97756		Mark Steiner 7877 E. Hanover Way Scottsdale, AZ 85255	
INVESTMENT / VOTING) :	PERCENTAGE OWNERSHIP / PROFITS	
\$ 22,500		3.000%	
NON-VOTING INTERES	Т		
TOTAL: \$ 22,500 / \$750,000		3.000% / 100%	

CONTRIBUTIONS

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RESTRICTIONS ON TRANSFERABILITY

Signature of Manager:	Signature of Member:	Signature of Member:
Mark G. Steiner	Member Representative	Member Representative

This instrument was recorded at the request of:

LUNSFORD CONSULTING, L.L.C.
4824 E. Baseline Rd. Suite 133
Mesa, Arizona 85206

This recording official is directed to return this instrument or a copy to the above person.

Space Reserved for Recording Information.

CERTIFICATE OF MEMBERSHIP OUT OF THE BLUE PROCESSORS, L.L.C (II)

CERTIFICATE DATE:	/lay 1, 2011	STATE OF ORGANIZATION: ARIZONA
CERTIFICATE NUMBER: 01	1	
MEMBER:		MANAGER:
VANTAGE FBO HENRY H. CLAY IRA 20860 N. Tatum Blvd. Ste 240 Phoenix, AZ 85050		Mark Steiner 7877 E. Hanover Way Scottsdale, AZ 85255
INVESTMENT / VOTING:		PERCENTAGE OWNERSHIP / PROFITS:
\$ 35,000		4.6667%
NON-VOTING INTEREST		
TOTAL: \$ 35,000 / \$750,000		4.6667% / 100%

CONTRIBUTIONS

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A	ARTICLES & OPERATING	AGREEMENT
Company with the Corporative time. Member further adopte the Operating Agreement of and Member's execution of the Corporation o	on Commission of the Sta s, ratifies, and agrees to lead the Limited Liability Com this Certificate of Member of Agreement. Member he	on filed for this Limited Liability ate of Arizona, as amended from time to be bound by the terms and conditions of pany, as amended from time to time, rship shall be an execution in ereby acknowledges receiving a copy of
SPECIA	AL CONDITIONS & RIGHT	S OF MEMBERSHIP
preferences, qualifications, I	imitations, restrictions, sp the membership under th	p is subject to certain designations, pecial rights, and/or relative rights, which is Certificate notwithstanding any , as follows:
1. None		
		e, this Membership is subject to all the nent of the Limited Liability Company.
F	RESTRICTIONS ON TRANS	SFERABILITY
securities laws, and the transfer The Company Percentage Intervendee, transferee, or endorse Percentage Interests by the iss Securities Act of 1933, as ame in effect and such transfer has availability of an exemption from counsel of the Company. The further restriction as to their trained agreed to by each Member shall become an Additional Members.	rability of the Company Per rests may not be sold, assign the hereof be recognized as it suer for any purpose, unless inded, with respect to such to been qualified under applic in registration and qualificat Percentage Interests represensferability as set forth in the r. Said restrictions provides in the state plant	ocument have not been registered under any reentage Interests therefore is restricted. Igned, or transferred, nor will any assignee, thaving an interest in such partnership is (1) a registration statement under the Company Percentage Interests shall then be able state securities laws, or unless (2) the sion shall be established to the satisfaction of sented by this document are subject to be operating Agreement of the Company is, among other things, that no transferee by every Manager. These restrictions on the figer.
Signature of Manager:	Read and Approved:	Vantage FBO Henry H. Clay IRA

Henry H. Clay

Representative

Mark Steiner

This instrument was recorded at the request of:	
LUNSFORD CONSULTING, L.L.C. 4824 E. Baseline Rd. Suite 133 Mesa, Arizona 85206	
This recording official is directed to return this instrument or a copy to the above person.	Space Reserved for Recording Information.

CERTIFICATE DATE: May 1, 3	2011 STATE OF ORGANIZATION: ARIZONA
CERTIFICATE NUMBER: 007(A)	
MEMBER:	MANAGER:
JAMIESON MACDONALD BARBARA MOORE 27206 N. 143rd Ave. Surprise, AZ 85387	Mark Steiner 7877 E. Hanover Way Scottsdale, AZ 85255
INVESTMENT / VOTING:	PERCENTAGE OWNERSHIP / PROFITS
\$ 35,000	4.667%
NON-VOTING INTEREST:	
TOTAL: \$35,000 / \$750,000	4.667% / 100%

CONTRIBUTIONS

The initial assets contributed to the Limited liability Company, and the liabilities assumed, if any, are contained within the Operating Agreement for OUT OF THE BLUE PROCESSORS, L.L.C. (II), as amended from time to time.

Member adopts and ratifies the Articles of Organization filed for this Limited Liability Company with the Corporation Commission of the State of Arizona, as amended from time to time. Member further adopts, ratifies, and agrees to be bound by the terms and conditions of the Operating Agreement of the Limited Liability Company, as amended from time to time, and Member's execution of this Certificate of Membership shall be an execution in counterpart of that Operating Agreement. Member hereby acknowledges receiving a copy of the Operating Agreement and all its attachments

SPECIAL CONDITIONS & RIGHTS OF MEMBERSHIP

The membership under this Certificate of Membership is subject to certain designations, preferences, qualifications, limitations, restrictions, special rights, and/or relative rights, which shall control with respect to the membership under this Certificate notwithstanding any provision of the Operation Agreement to the contrary, as follows:

- 1. None
- 2. Except as otherwise provided in this Certificate, this Membership is subject to all the terms and conditions of the Operating Agreement of the Limited Liability Company.

RESTRICTIONS ON TRANSFERABILITY

Signature of Manager:	Signature of Member:
Mark G. Steiner	Member Representative

This instrument was recorded at the request of:	
LUNSFORD CONSULTING, L.L.C. 4824 E. Baseline Rd. Suite 133 Mesa, Arizona 85206	
This recording official is directed to return this instrument or a copy to the above person.	Space Reserved for Recording Information.

CERTIFICATE DATE:	May 1, 2011	STATE OF ORGANIZATION: ARIZONA
CERTIFICATE NUMBER:	007	
MEMBER:		MANAGER:
JAMIESON MACDONALD BARBARA MOORE 27206 N. 143rd Ave. Surprise, AZ 85387		Mark Steiner 7877 E. Hanover Way Scottsdale, AZ 85255
INVESTMENT / VOTING	5 :	PERCENTAGE OWNERSHIP / PROFITS
\$ 15,000		2.000%
NON-VOTING INTERES	T:	
TOTAL: \$15,000 / \$750,00	00	2.000% / 100%

CONTRIBUTIONS

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RESTRICTIONS ON TRANSFERABILITY

Signature of Manager:	Signature of Member:
Mark G. Steiner	Member Representative

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LUNSFORD CONSULTING, L.L.C. 4824 E. Baseline Rd. Suite 133 Mesa, Arizona 85206	
This recording official is directed to return this instrument or a copy to the above person.	Space Reserved for Recording Information.

CERTIFICATE DATE:	May 1, 2011	STATE OF ORGANIZATION: ARIZONA
CERTIFICATE NUMBER:	003 A	
MEMBER:		MANAGER:
VANTAGE FBO SUZANNE PAINTER 20860 N. Tatum Blvd. #240 Phoenix, AZ 85050		Mark Steiner 7877 E. Hanover Way Scottsdale, AZ 85255
MEMBERSHIP / VOTIN	G	PERCENTAGE OWNERSHIP / PROFITS
\$ 61,369		8.182%
NON-VOTING INTERES	ВТ	
TOTAL: \$ 61,369 / \$ 750,000		8.182% / 100.00%

CONTRIBUTIONS

The initial assets contributed to the Limited liability Company, and the liabilities assumed, if any, are contained within the Operating Agreement for OUT OF THE BLUE PROCESSORS, L.L.C.(II), as amended from time to time.

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RESTRICTIONS ON TRANSFERABILITY

Signature of Manager:	Signature of Member:
Mark G. Steiner	Member Representative

This instrument was recorded at the request of:	
LUNSFORD CONSULTING, L.L.C. 4824 E. Baseline Rd. Suite 133 Mesa, Arizona 85206	
This recording official is directed to return this instrument or a copy to the above person.	Space Reserved for Recording Information.

CERTIFICATE DATE:	May 1, 2011	STATE OF ORGANIZATION: ARIZONA
CERTIFICATE NUMBER:	003	
MEMBER:	·	MANAGER:
SUE PAINTER 9221 W. Briarwood Circle N. Sun City, AZ 85351		Mark Steiner 7877 E. Hanover Way Scottsdale, AZ 85255
MEMBERSHIP / VOTING:		PERCENTAGE OWNERSHIP / PROFITS
VOTING: \$50,000		6.6667%%
NON-VOTING INTERES	Т	
TOTAL: \$50,000 / \$750,000		6.6667% / 100.00%

CONTRIBUTIONS

The initial assets contributed to the Limited liability Company, and the liabilities assumed, if any, are contained within the Operating Agreement for OUT OF THE BLUE PROCESSORS, L.L.C.(II), as amended from time to time.

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RESTRICTIONS ON TRANSFERABILITY

Signature of Manager:	Signature of Member:
Mark G. Steiner	Member Representative

This instrument was recorded at the request of:	
LUNSFORD CONSULTING, L.L.C. 4824 E. Baseline Rd. Suite 133 Mesa, Arizona 85206	
This recording official is directed to return this instrument or a copy to the above person.	Space Reserved for Recording Information.

CERTIFICATE DATE:	May 1, 2011	STATE OF ORGANIZATION: ARIZONA
CERTIFICATE NUMBER:	002	
MEMBER: ROLLE YOUELL HOGAN 40 Saint Peter's Avenue Caversham, Reading Berkshire RG47DD United Kingdom	, 0.44	MANAGER: Mark Steiner 7877 E. Hanover Way Scottsdale, AZ 85255
INVESTMENT / VOTING:		PERCENTAGE OWNERSHIP / PROFITS
\$70,000		9.3333%
NON-VOTING INTEREST		
TOTAL: \$70,000 / \$750,000		9.3333% / 100.00%

CONTRIBUTIONS

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RESTRICTIONS ON TRANSFERABILITY

Signature of Manager:	Signature of Member:
Mark G. Steiner	Member Representative

This instrument was recorded at the request of:	
LUNSFORD CONSULTING, L.L.C. 4824 E. Baseline Rd. Suite 133 Mesa, Arizona 85206	
This recording official is directed to return this	Space Reserved for Recording Information

CERTIFICATE DATE:	May 1, 2011	STATE OF ORGANIZATION: ARIZONA
CERTIFICATE NUMBER:	010	
MEMBER:		MANAGER:
TREND MANAGEMENT, L.L.C. 147 Varsity Estates Terrace N.W. Calgary, Alberta Canada T3B5J7		Mark Steiner 7877 E. Hanover Way Scottsdale, AZ 85255
MEMBERSHIP / VOTING:		PERCENTAGE OWNERSHIP / PROFITS
\$250,000		33.3333%
NON-VOTING INTEREST		
TOTAL: \$250,000 / \$750,000		33.3333% / 100.00%

CONTRIBUTIONS

The initial assets contributed to the Limited liability Company, and the liabilities assumed, if any, are contained within the Operating Agreement for OUT OF THE BLUE PROCESSORS, L.L.C. (II), as amended from time to time.

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RESTRICTIONS ON TRANSFERABILITY

Signature of Manager:	Signature of Member:
Mark G. Steiner	Member Representative
Date	

This instrument was recorded at the request of:	
LUNSFORD CONSULTING, L.L.C. 4824 E. Baseline Rd. Suite 133 Mesa, Arizona 85206	
This recording official is directed to return this instrument or a copy to the above person.	Space Reserved for Recording Information.

CERTIFICATE DATE:	June 1, 2008	STATE OF ORGANIZATION: ARIZONA
CERTIFICATE NUMBER:	020	
MEMBER:		MANAGER:
SYLIVA ANDERSON 19890 N. 85th Ave. Peoria, AZ 85382		Mark Steiner 7877 E. Hanover Way Scottsdale, AZ 85255
MEMBERSHIP:		PERCENTAGE OWNERSHIP / PROFITS
VOTING:		0.00%
NON-VOTING:		6.6667%
TOTAL:		6.6667%

CONTRIBUTIONS

The initial assets contributed to the Limited liability Company, and the liabilities assumed, if any, are contained within the Operating Agreement for OUT OF THE BLUE PROCESSORS, L.L.C., as amended from time to time.

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RESTRICTIONS ON TRANSFERABILITY

Signature of Manager:	Signature of Member:
Mark G. Steiner	Member Representative

This instrument was recorded at the request of:		ĺ
LUNSFORD CONSULTING, L.L.C. 4824 E. Baseline Rd. Suite 133 Mesa, Arizona 85206		
This recording official is directed to return this instrument or a copy to the above person.	Space Reserved for Recording Information.	

CERTIFICATE DATE:	June 1, 2008	STATE OF ORGANIZATION: AF	RIZONA
CERTIFICATE NUMBER:	028		
MEMBER:		MANAGER:	
RAYMOND J FLORES and/or REBECCA FLOWERS 4219 N. 41 st PI Phoenix, AZ 85018		Mark Steiner 7877 E. Hanover Way Scottsdale, AZ 85255	
INVESTMENT / VOTING	1	PERCENTAGE OF MEMBERSHIP	
\$ 50,000		3.3333%	
NON VOTING INTEREST	Γ		
TOTAL: \$ 50,000 / \$ 1,500,000		3.3333% / 100.00%	

CONTRIBUTIONS

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RESTRICTIONS ON TRANSFERABILITY

Signature of Manager:	Signature of Member:
Mark G. Steiner	Member Representative

This instrument was recorded at the request of:		
LUNSFORD CONSULTING, L.L.C. 4824 E. Baseline Rd. Suite 133 Mesa, Arizona 85206		
This recording official is directed to return this instrument or a copy to the above person.	Space Reserved for Recording Information.	

CERTIFICATE DATE:	June 1, 2008	STATE OF ORGANIZATION: ARIZON	1A
CERTIFICATE NUMBER:	029		
MEMBER:		MANAGER:	
REBECCA FLOWERS and/or RAYMOND J FLORES 4219 N. 41st PI Phoenix, AZ 85018		Mark Steiner 7877 E. Hanover Way Scottsdale, AZ 85255	
INVESTMENT / VOTING		PERCENTAGE OF MEMBERSHIP	
\$ 50,000		3.3333%	
NON VOTING INTEREST	7		
TOTAL: \$ 50,000 / \$ 1,500,000		3.3333% / 100.00%	

CONTRIBUTIONS

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RESTRICTIONS ON TRANSFERABILITY

Signature of Manager:	Signature of Member:
Mark G. Steiner	Member Representative

This instrument was recorded at the request of:		
LUNSFORD CONSULTING, L.L.C. 4824 E. Baseline Rd. Suite 133 Mesa, Arizona 85206		
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CERTIFICATE DATE:	June 1, 2008	STATE OF ORGANIZATION: ARIZONA
CERTIFICATE NUMBER:	019	
MEMBER:		MANAGER:
PATRICIA RIDDLE 19890 N. 85th Ave. Peoria, AZ 85382		Mark Steiner 7877 E. Hanover Way Scottsdale, AZ 85255
MEMBERSHIP / VOTING	3	PERCENTAGE OF MEMBERSHIP
\$ 75,000		5.000%
NON VOTING INTEREST	Γ	
TOTAL: \$ 75,000 / \$ 1,500,000		5.000 % / 100.00%

CONTRIBUTIONS

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Signature of Manager:	Signature of Member:
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CERTIFICATE DATE:	June 1, 2008	STATE OF ORGANIZATION: ARIZONA		
CERTIFICATE NUMBER:	018			
MEMBER:		MANAGER:		
ROLLE YOUELL HOGAN 40 Saint Peter's Avenue Caversham, Reading Berkshire RG47DD United Kingdom		Mark Steiner 7877 E. Hanover Way Scottsdale, AZ 85255		
INVESTMENT / VOTING		PERCENTAGE OF MEMBERSHIP		
\$ 308,000		20.5333%		
NON VOTING INTEREST	Γ			
TOTAL: \$ 308,000 / \$1,500,000		20.5333% / 100.00%		

CONTRIBUTIONS

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RESTRICTIONS ON TRANSFERABILITY

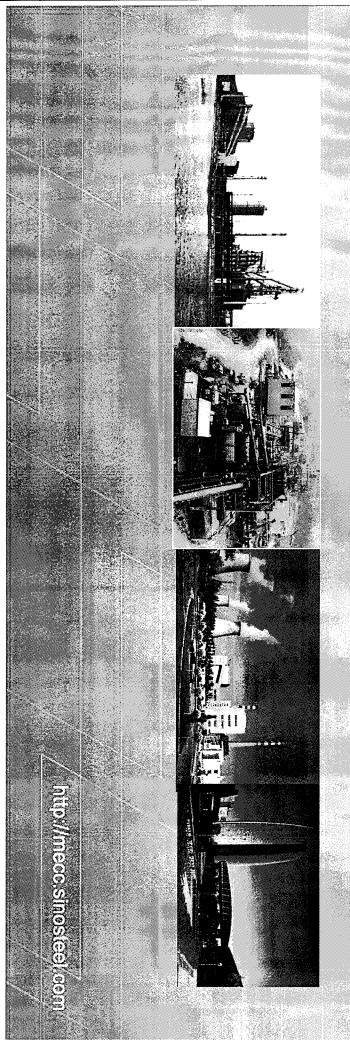
Signature of Manager:	Signature of Member:		
Mark G. Steiner	Member Representative		





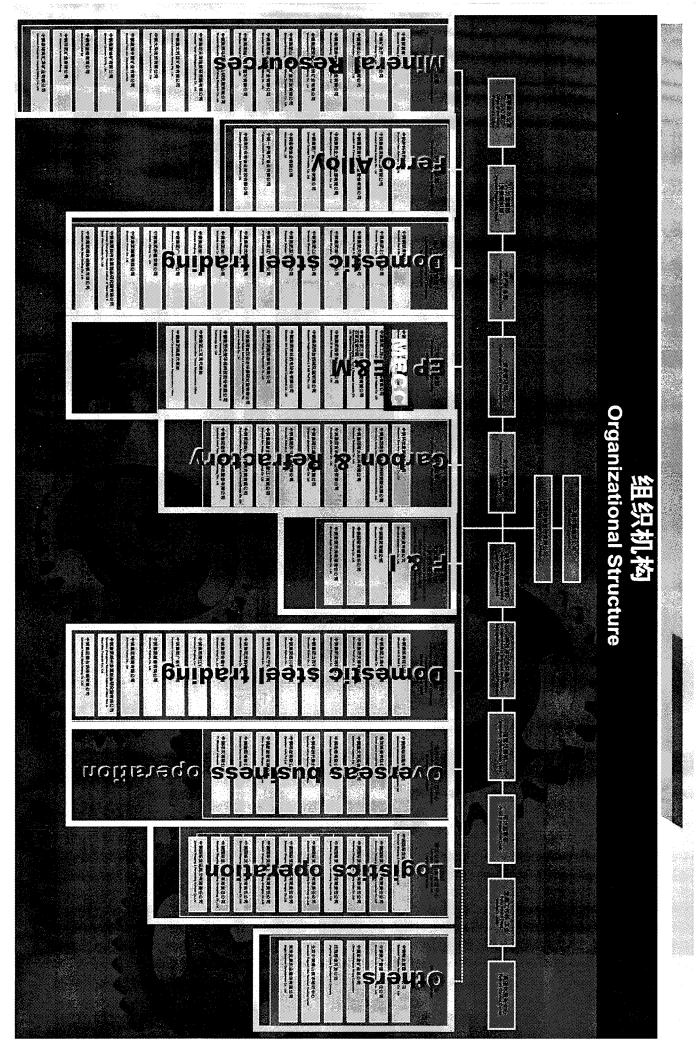
SINOSTEEL EQUIPMENT & SMOSTEEL ENGINEERING CO.,LTD.

Our Solution Your Expectation

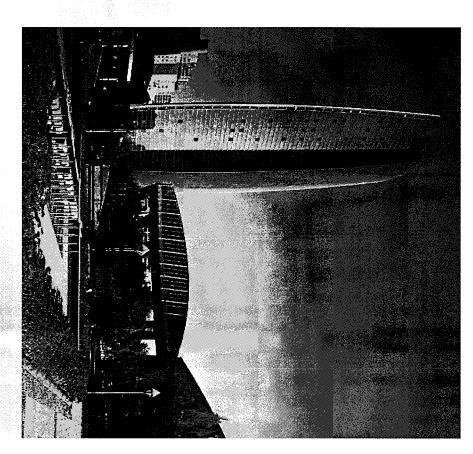


rganization-Sinosteel





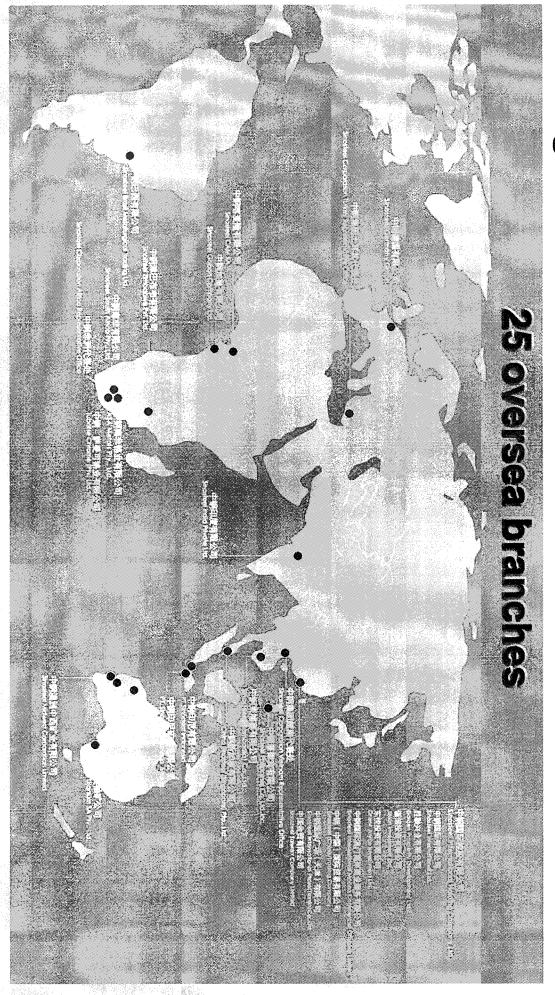
- Origin from MMI, Founded in 1972 as China Metallurgical Equipment Corporation
- **Ranking 354 on Fortune World Top 500** with a sale revenue of 27billion USD in
- Has accomplished over 500 domestic projects and over 80 overseas EPC/EP projects.
- Has established relationship with more than 40 countries and regions



Sinosteel Corporation



Solid global existence



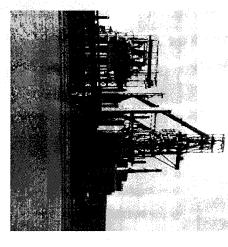
Business Scope



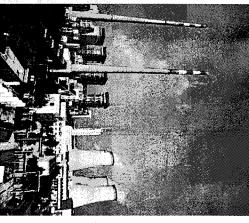
- Engineering
- **Construction + Erection Equipment Procurement + Quality Control**
- Site service + After Sales Service
- Operation Assistance & O&M

Main Operations











Metallurgy

Mining

Power

Infrastructure





RESOLUTION MEETING

between

Current Energy of Ecuador, S. A.

and

Sinosteel Equipment and Engineering Co. LTD

This Resolution is made this 25th day of June 2013 between SINOSTEEL EQUIPMENT AND ENGINEERING CO., LTD (hereinafter SINOSTEEL) of Sinosteel Plaza, 8 Haidian Street, Beijing, CHINA and CURRENT ENERGY OF ECUADOR, S.A. (hereinafter CURRENT) of Pasaje Yaupi N31-53, Mariana de Jesus, Quito, Ecuador. Jointly SINOSTEEL and CURRENT shall be referred to as the Parties.

WHEREAS, the Parties have entered into a Memorandum of Understanding (MOU) dated 5 January 2013 in which they agreed to work together to construct and obtain financing for that 45MW hydroelectric project known as The Apaquí Hydroelectric Project (hereinafter the Project), upon a successful site visit, technical and financial review, the Parties agree to continue the development of the Project.

IT IS RESOLVED THAT:

- Current and Sinosteel intend to execute an EPC Agreement (Engineer, Procure, Construct) as soon as is reasonable, perhaps within three weeks from the date of this Resolution.
- While both parties intend to execute an EPC, Current and Sinosteel agree that certain information and details need to be determined which are necessary for inclusion in an EPC.
- Current and Sinosteel agree to determine the following for inclusion in an EPC:
- Current will assign a Project Manager to communicate directly with Sinosteel for all project details leading up to the signing of the EPC.
- Current will ensure that Sinosteel is provided with any remaining engineering and design drawings as may be further requested.
- Current will make available the down payment, per the context of a performance guarantee from SINOSTEEL, as will be requested by the bank that will be lending the funds for the development of the project.
- Sinosteel will seek optimal financial solutions per the information acquired from the site visit.
- Current and Sinosteel will work together to obtain the proper insurance coverage for the Project.
- It is agreed by both Parties that upon completion of the necessary requirements for the Project, funding will be made available, at which time the down payment will be required.
- The Parties will continue to cooperate in good faith to complete any other details required to sign the EPC and complete the Project as soon as possible.

It is so Agreed and Resolved:

SINOSTEEL EQUIPMENT AND ENGINEERING, Co, Ltd.

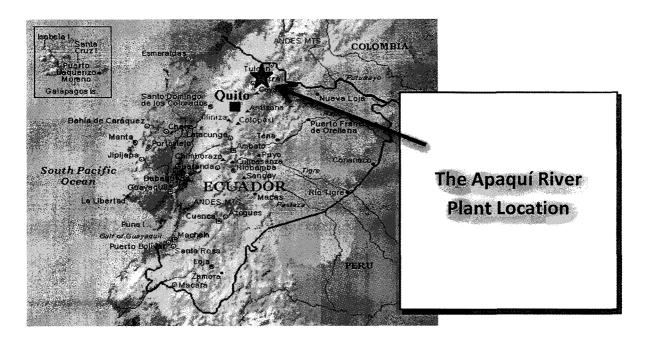
CURRENT ENERGY OF ECUADOR, S.A.

By: Authorized Signature

By: Authorized Signature



Hydroelectric Plant – Apaquí River Project – Ecuador



I. <u>Ecuador</u>

Ecuador is a country formed from the northern section of the ancient Inca Empire. It has a population of approximately 16,000,000. A new constitution formed and approved in 2008 under current President Rafael Correa has initiated new economic vibrancy in the country with its vast natural resources. In 2011 the government signed a \$2 billion forward purchase contract for oil with the China Development Bank, and earlier this year a \$571 million loan was signed with China's Export/Import bank for the development of another hydroelectric plant.

II. Scope of this Project

The Hydroelectric Apaquí Project is a 45 MW hydroelectric plant located on the Apaquí River in Province of Carchi about 100 km north of the capital city of Quito. The power produced by this plant, through the national grid, is contracted by way of a Power Purchase Agreement (PPA) with the port and industrial city of Guayaquil, the largest city in Ecuador with a population of just under four million people. Additionally, a new federal law in Ecuador guarantees purchase by the central government of all power produced and guarantees timely payment on those purchases.

III. Permits and Concessions

All permits, licenses, environmental impact studies, and government concessions have been completed and obtained and the feasibility study is done and approved.

IV. Project Description

This hydroelectric project is designed to make use of the Apaquí River resources which forms part of the Mira River of the Ecuadorian highlands. Here are just some of the highlights of the final plan which has gone through several revisions previously:

- The river flow rate is 9.4 m³/s adequate for 45 MW
- The new plan calls for greater unification of the hydraulic system
- A greatly improved tunnel system
- Relocation of the reservoir timely regulation
- Change and improvement in the design of the open canal section
- Suppression of the fast and micro central between the end of the tunnel and the beginning of the canal
- Re-sizing of the equilibrium chimney and pressure pipe
- A more efficient forging of the interconnection to the National Grid System at 138 KW and modifying the trace line

V. Guarantees

As already indicated, the central government guarantees both the purchase and the payment of the power produced. This is a guarantee by central government law. Whatever portion of the construction process is done by local enterprises will be guaranteed by insured construction performance bonds.

VI. Timing of the Project

It is estimated that the entire project can be completed within 24 months from the signed final agreement with a best estimate of 18 months. All the permits and licenses are in place.

VII. Cost of the Project

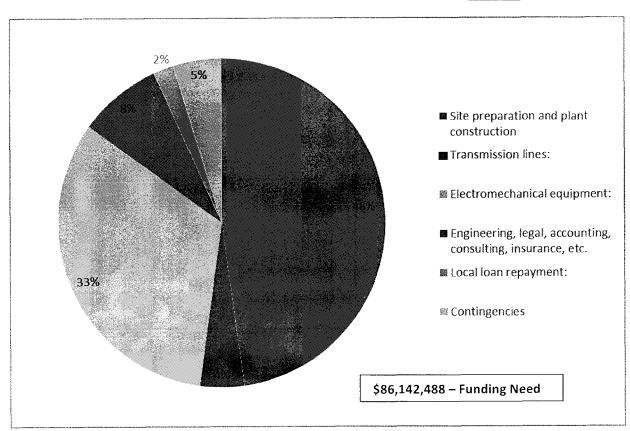
Site preparation and plant construction	40,427,000
Transmission lines:	3,701,572
Electromechanical equipment:	27,698,933
Engineering, legal, accounting, consulting, insurance, etc.	7,002,483
Local loan repayment:	1,709,000
Contingencies	4,000,000
Sub-Total	84,538,988
Working capital during the construction process	1,603,500
Working capital daring the construction process	

Total Funding Needed

<u>86,142,488</u>

<u>Value</u>

16548 Kva



VIII. General Technical Characteristics

General characteristics of the generators:

<u>Characteristics</u>			
Continuous nominal p	ower		

Factor of nominal power (in delay)	0.9
Nominal voltage stage to stage of exit	13.8 Kv
Basic level of isolation	95 kV crest
Nominal synchronous speed	600 rpm
Connection of the stator	Earth to star
Height of installation – m s.n.m	1705,.5

Mechanical Characteristics of the generators:

<u>Characteristics</u>	<u>Value</u>
Maximum velocity	900 rpm
Temperature rise of the winding of the stator	No > 65 º C
Maximum temperature of the air of cooling to the generator	0 o C

Electrical Characteristics of the generators

<u>Value</u>
±5%
60 Hz
10%
F/F
)º C) 65º C
^º C) 65º C
В
IP 23
12
±5%
Horizontal
IEC34-1, 265, 420
IC01
150%
> 0.8
> 0.1 p.u.
Mayor 2.5 In
THF max. 5%
TIF < 50
97%
4-7%
Less than 0.1%
60 seconds
+/- 0.15 Hz

IX. Power Production

The considered gross magnitude of the energy produced by the project is estimated to be over three hundred million kilowatts per year as shown here: +

MW/Hr	<u>KW/Hr</u>	<u>KW/Day</u>	KW/Month	KW/Year
36.00	36,000	864,000	26,280,000	315,360,000

X. Carbon Emission Reduction (CER) Credits

It is estimated that this project will qualify for 2,100,000 CER credits per the Kyoto Accords. Just exactly what benefits that translates into for the project will be determined with the United Nations FCCC Department at the time the project commences.

XI. A Brief History of the Project

The initial feasibility study for this project started in 2006. At first it was proposed to be a power plant of 36 MW. As the study proceeded there were various environmental and other issues which arose all of which were resolved. Then at the end of the initial study, the power generation proposal changed from 36 MW to 45 MW and new studies were required. Finally in second quarter of 2012 the project for 45 MW was approved. All the necessary concessions, permits, and approvals have been obtained.

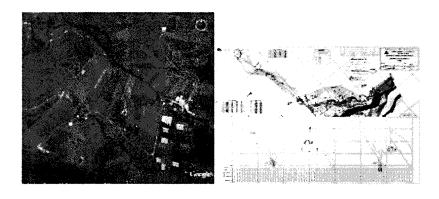
XII. Project Readiness

The Apaquí River Hydroelectric Plant project is ready to begin upon funding.

--Misc. Diagrams









Lunsford Consulting, LLC

www.latinadallc.com

24350 N. 74th Place Scottsdale, AZ 85255 USA

Tel: 480-329-9650

Fax: 480-629-5951

4824 Baseline Rd,

Suite #133

Mesa, AZ 85206

USA

Tel: 480-734-7129



EXHIBIT

ZZ

ADMITTED

Date: March 11, 2014

Econ. Gustavo Baroja Naváez Prefect of the Province of Pichincha Pichincha Government Offices Ouito, Ecuador

Expression of Interest to undertake the construction of 80MW El Tigre Hydropower in Ecuador

Dear Sir,

We take this opportunity in introducing ourselves as a China Government State Owned Corporation with an annual turnover of USD 25 billion. Sinosteel was established in 1972 as an internationally operated EPC Contractor in the fields of Metallurgical, Energy (power), Infrastructure Mining. As the leading engineering company in China, Sinosteel has successfully completed over 80 overseas EPC/EP projects, and over 500 state key projects in China. We have committed ourselves to provide all-in-one tailor made solutions to our customer, and our operation has been expanded to over 40 countries worldwide.

We understand that you are planning to construct an 80MW Hydropower in El Tigre, Ecuador, and are seeking financial facility with an EPC Company. We express our great interest to undertake this project on Finance, Design, Build, Construct and Commissioning, Training on long term financial agreement on mutually agreed terms against repayment guarantees.

We, along with our expert engineers, reviewed the El Tigre site in June 2013 while visiting Ecuador. At that time we obtained technical information including drawings and the topographical maps of the El Tigre project. We understand the project and are prepared to present technical and financial proposals upon your request.

We are experienced in these kinds of projects and have completed many projects like this, not only in China but internationally as well. We include local expertise, employment, training, and content when possible. We can assure you that if given an opportunity you will find us up to your satisfaction.

We had the pleasure of receiving H.E.VP Glas in January 2014 in Beijing, and we are now working on a Steel project. Sinosteel would like to establish a long-term business relationship with Ecuador.

Thank you for your consideration.



Assistant President

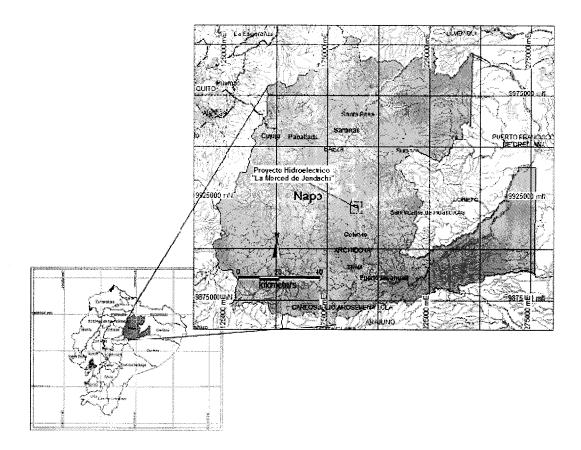
For and on behalf of Sinosteel Equipment & Engineering Corp.

EXECUTIVE SUMMARY OF THE hydroelectric project MERCY OF THE JONDACHI 19 MW



GENERAL LOCATION OF THE PROJECT

Hydroelectric development known as *the mercy of Jondachi* as we can see in the chart below, is located in the community of the mercy of the parish Cotundo canton Archidona in the eastern province of Napo. The project is located between the UTM coordinates: 187,000 E - 190,000 E and 9,917,000 - 9,922,000



DESCRIPTION OF BASIC PARAMETERS OF THE PROJECT

Studies conducted have obtained the following technical and economic parameters that allow you to analyze the desirability for the construction of the project.

Gross Height: 159.14 m Net Height: 155.22 m Design Flow: 13.35 m3/s Rated power: 19 MW

Francis horizontal Units: 2x9.5 MW Average annual production:112.73 GWh Tonnes of CO2 equivalent: 60 288 Tn/year Budget direct cost: 41 '089 USD 594.52 National minimum participation: 51.10 %

HYDRAULIC WORKS PROJECT HIDROELÉCTRICO THE MERCY OF JONDACHI OF NOMINAL 19 MW

Main Component	Selected	Main Dimensions	Comments
	Structure		The state of the s
Catchment	Mobile Azud fixed with a dyke	The Azud Height: 2.50 m The Azud Fixed Length: 20.80 m (2 Stages) Length of the Azud Mobile: 20.00 m (4 stages)	
Driving takes - 'Desarenador Tier TI	Rectangular Channel	Length of the stage: 292.00 m Rectangular Section: 2.50 x 3.00 m	Free surface Flow
'Desarenador	Dual chamber	Total Length: 130.07 m Total Width: MXN16.65 m	Continuous flushing
'Desarenador - Ravine, tranches T2 and T3	Rectangular Channel	Length of the stage: 144.93 m Rectangular Section: 2.50 x 3.00 m	Free surface Flow
Quebrada TO	Aqueduct 1	Length: 26.00 m Gradient Δz: 4.63 m	
Ravine - Tunnel. Tier 4	Rectangular Channel	Length: 76.90 m Rectangular Section: 2.50 x 3.00 m	Free surface Flow
Tunnel, Tier 5	Tunnel	Length: 3084.83 m Trunk Section: 2.50 x 3.20 m	Free surface Flow
Tunnel - Quebrada B, Tier T6	Rectangular Channel	Length: 53.29 m Rectangular Section: 2.50 x 3.00 m	Free surface Flow
Quebrada B	Aqueduct 2	Length: 20.00 m Gradient Δz: 3.37 m	
Quebrada B - Quebrada C, Tier T7	Rectangular Channel	Length: 79.20 m Rectangular Section: 2.50 x 3.00 m	Free surface Flow
Quebrada C	Aqueduct 3	Length: 26.00 m Gradient Δz: 2.96 m	
Quebrada C - Quebrada D, Tier T8	Rectangular Channel	Length: 71.00 m Rectangular Section: 2.50 x 3.00 m	Free surface Flow
Quebrada D	Sewer	Length: 10.00 m Gradient Δz: 1.69 m	
Quebrada D - Quebrada E, Tier T9	Rectangular Channel	Length of the stage: 129.50 m Rectangular Section: 2.50 x 3.00 m	Free surface Flow
Quebrada E	Aqueduct 4	Length: 2200 m Gradient Δz: 6.12 m	
Quebrada E - Quebrada F, Tier T10	Rectangular Channel	Length: 117.63 m Rectangular Section: 2.50 x 3.00 m	Free surface Flow
Quebrada F	Aqueduct 5	Length: 26.00 m Gradient Δz: 9.57 m	
Quebrada F - cargo tank, Tier T11	Rectangular Channel	Length: 4.50 m Rectangular Section: 2.50 x 3.00 m	
Cargo Tank	Open	Length: 50.00 m Width: 10.00 m	
Pressure Line	Constant Diameter, buried	Total Length of line: 414.67 m Diameter: 2000 mm L1 = 82.53 m; e1 = 8 mm L2 = 185.98 m; e2 = 10 mm L3 = 91.47 m; e3 = 14 mm L4 = 54.69 m; e4 = 16 mm	
Home of Machines	Francis Group	Inlet diameter: 1070 mm Home area of machines: 33.90 x 17.30 m2	Next to the house of machines is located the substation with a area of: 32.60x33.82 m2
Refund Channel		2 Channels of : Length: 30.67 m width: 3 m	

LENGTH OF DRIVING

TIPO	LONGITUD	Jmm / BxH	CALADO
Túnel	3084.83	2.50x3.20	m 2.67
Canal Abierto	379.10	2.50x3.00	2.59
Canal Cubierto	719.85	2.50x3.00	2.59
	4183.78		

LENGTH ACCESS ROUTES TO THE MERCY OF JONDACHI

Track	Length
Uptake - 'Desarenador - North Tunnel Portal	1951.75
Home of machines -cargo tank - Portal of Tunnel South	4237.79

PRESSURE LINE

- Nominal Diameter: = 2000 m.m.
- Water level in the pressure tank = 1149.55 meters a.s.l.
- Lift the shaft of the line in the house of machines = 993.61 Meters a.s.l.
- Water level in the discharge channel = 990.41 meters a.s.l.
- Gross Height = 159.14 M
- Total Length: = 414.67 m

MAIN MECHANICAL EQUIPMENT AND AUXILIARY SYSTEMS

For the final design of the main mechanical equipment and ancillary services of each of machines will be updated the design conditions certain hydraulic study of the Jondachi project mainly in terms of the design flow and available heights of the project.

- a. Supply installation and commissioning of two systems of horizontal Francis turbine with optimum power rating of 9.5 MW and maximum power of 11 MW, with N= 600 rpm, Qdiseno = 6.675 m3/sec.; H gross= 159.14 m; Hneta max. =154.6 m; Hneta min. = 151.2 m;
- b. Supply, installation and commissioning of two cruise control systems, includes system hydraulic force
- c. Supply, installation and commissioning of two valve systems guard with their bypass.
- d. Supply, installation and commissioning of the system capacity overhead crane with $30/5\ 30/5\ 30/5\ 30/5\ 30/5\ TN$, includes any automatic system and brakes.
- e. Supply, installation and commissioning of the auxiliary systems:
 - Cooling water,
 - Ventilation and air conditioning,
 - Compressed air,
 - Detection and fire,
 - Drain the cameras of submergence.
 - Mechanical Workshop

MAIN ELECTRICAL EQUIPMENT

The electrical equipment in summary form will have the following equipment:

- Dos generators of 11 MW of capacity ,the generation voltage will be 13.8 kV \pm 5% and 60 Hz
- Mesh of land of house of machines as a substation.
- Control Panels and regulation
- Panels with electrical protection equipment
- Auxiliary Equipment units: wires, panels, etc
- For auxiliary transformers and distribution.
- Electric transmission line 13.8 Ky of approximately 800 m.
- Lift Transformer, type OA/FA, (natural cooling and with forced cooling by fans), in accordance with the IEC standards, with a total capacity of 25 MVA , relationship $13.8/138 \text{ kV} \pm 2 \text{ x} 2.5 \%$.
- Substation of elevation and sectional for the delivery of power and energy to the line Tena Coca of 138 KV with 80x100 m approximate

SYSTEM OF MONITORING, CONTROL AND DATA ACQUISITION - SCADA

The fields of action of the SCADA system will be the following:

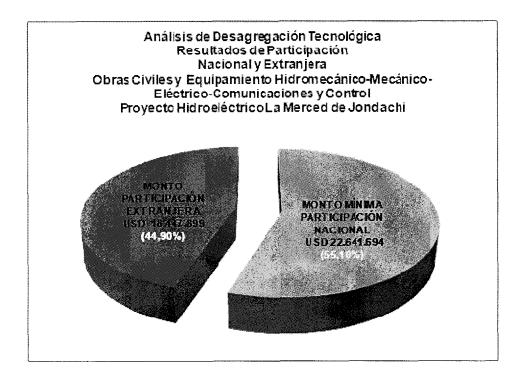
- Hydraulic System. Obtain information related to monitor levels, flow rates and the
 condition of the gates. In this sense, it will be necessary to have the respective
 sensors and transducers installed in the charging socket, driving, cargo tank and
 pressure line.
- Electromechanical System. Control, monitor and obtain the information of the most important elements of the turbine and generator.
- Electrical System Control, monitor, and acquire the information of the elements that handle electrical parameters, such as: voltage, current, power and electricity, both of the generator, auxiliary services and the substation. This system also includes the measuring equipment, protection and control of the generator and substation.
- Control system of energy (cargo clearance). controlled, monitored and exchange information on magnitudes of power and energy generated and delivered. There will be a power management system through which, to be paid the slogans of operation, the result of operational planning.

BUDGET

BUDGET SUMMARY	
A:Civil Works	26,803,794.03
B:Mechanical Equipment, Electrical and Electronic	14,150,848.86
C:Program of Environmental Management (0.5 per cent of civil	
works)	134,951.63
D: TOTAL DIRECT COSTS (A+B+C):	41,089,594.52

DISAGGREGATION OF THE TECHNOLOGICAL PROJECT

The constructor must observe at least the following percentage of national participation:



CURRENT STATUS OF THE PROJECT:

For the construction of the project account with the following studies and documentation:

- Feasibility studies and design at the level of tender for the construction of the Project
- Studies of the desegregation of the Technological Project
- Environmental Impact Studies Final
- Environmental License for construction
- Certificate of grant of waters of the rio Jondachi
- Certificate of permission of Conelec for development of the Project
- It is the positive validation report of the project by CDM
- Finalizing Studies of Cadastre of properties affected
- By negotiation and purchase of properties affected
- Requirement of the funding for construction of the project.
- Initial Specifications for bid for construction of the project.

PROJECT HIDROELÉCTRICO THE MERCY OF JONDACHI 19 MW TIMETABLE OF THE DEVELOPMENT OF THE PROJECT

	l																			
ACTIVITY	Time	2009	2010	2011	2012	2			2013		2014	14		2015	_	2016		2017	17	
1, STUDIES AND DESIGNS	53 Months						Н	Н	J											
Feasibility Studies (The part rtealizada by TERMOPICHINCHA)	12 Months																			
Paperwork for permits and concessions	24 Months	n																		
Feasibility studies and level designs of tender	18 Months						J	_												
Disaggregation Technological	.5 Months														 					
Cadastre owners of land	6 Months						***************************************							 	 	 	 			
2. CONSTRUCTION	43 Months																			
Negotiation and payments for properties affected	6 Months																			
Specifications and tender for the Construction	3 MONTHS																			
Several permits for the Construction	6 MONTHS									20.00										
Construction Execution	33 Months												100							
Testing and commissioning	3 MONTHS														 					
3 ASSISTED OPERATION	12 Months												100							
Activity completed																				

Note: we take the actual execution of the activities including preparations, formalities, delays, extensions and other unused times.

Activity to be performed

Page 1 of 4

CONFIDENTIAL

EXHIBIT CCC ADMITTED

MEMORANDUM OF UNDERSTANDING

BETWEEN

TERMOPICHINCHA, a CELEC Business Unit (Jondachi)

AND

SINOSTEEL EQUIPMENT AND ENGINEERING CO., LTD



MOU Between TERMO PICHINCHA, a CELEC Business Unit (Jondachi) and SINOSTEEL EQUIPMENT AND ENGR. CO.LTD dated 25 June 2013



Mo

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the "MoU") is made this 25th day of June 2013 between TERMOPICHINCHA, a CELEC Business Unit authorized to do business under the laws of Ecuador and having its registered office at Av. 6 de Diciembre N26-235 y Orellana, Edif. Transelectric, 4to, piso, Quito, ECUADOR (hereinafter referred to as "TERMO") of the first part, and SINOSTEEL EQUIPMENT AND ENGINEERING CO., LTD (SINOSTEEL) licensed to do business under the laws of the Peoples Republic of China and (hereinafter referred to as "SINOSTEEL") having its registered office at Sinosteel Plaza, 8 Haidian Street, Beijing, CHINA, of the second part, jointly referred to as "the Parties" or individually as "the Party".

WHEREFORE, TERMO rightfully possesses all licenses, permits, EIA and Feasibility Studies for a 43 MW hydropower plant in Ecuador (made up of two phases the first, "La Merced", for 19MW and the second, "Sardinas" for 24MW for a total of 43MW) and has selected SINOSTEEL to consult, construct and assist with financing procurement through completion of this project.

And

SINOSTEEL, a qualified EPC company, has agreed to engage with TERMO under the following conditions:

1. Objectives

- 1.1 The parties agree to work jointly to develop and construct both phases of the 43MW HYDRO POWER PLANT, known as the Jondachi Hydroelectric Project, located in the country of Ecuador.
- 1.2 The Parties agree that they will communicate openly, through a designated lead contact, to ensure that each Party understands all aspects of the project.
- 1.3 The Parties agree that Lunsford Consulting, LLC (or its assigns) will function as the liaison/consulting firm of between SINOSTEEL and TERMO and will assist in fulfilling the described activities and information requests outlined in this MoU.
- 1.4 TERMO will provide all requested/required documentation, paperwork, project details and appropriate contacts, et al, relating to the development and completion of this project to SINOSTEEL in a reasonable time period so as to maintain efficient progress.
- 1.5 SINOSTEEL will review, evaluate Technical plans provided them by TERMO and recommend, if necessary, any suggestions to benefit the project for TERMO's acceptance.
- 1.6 SINOSTEEL will evaluate and recommend the best finance strategies for TERMO's acceptance, and will engage, along with TERMO, in securing such financing for TERMO and this project.
- 1.7/The parties agree to negotiate in good faith to protect the interests of both Parties. This MoU will remain exclusive and effective from date of signing and for a period of 1 (one) year. In the event either of the Parties fails to meet one or more of the requirements included in this MoU within 12 months, this project may be terminated by either Party upon written request.
- 1.8 Upon acceptance of final Technical and Financial Proposals, the Parties will execuate a Formal EPC Agreement to include the terms and conditions of the project implementation.

MOU Between TERMO PICHINCHA, a CELEC Business Unit (Jondachi) and SINOSTEEL EQUIPMENT AND ENGR. CO.LTD dated 25 June 2013

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2. Confidentiality of negotiations

The parties shall use best efforts to maintain at all times as confidential information the fact that they have executed this letter, the terms of this letter and the existence and content of any negotiations between them except that the parties may (i) inform advisors, counsel, and employees with a need to know as each party deems necessary, and (ii) make appropriate disclosures if required by applicable laws.

3. Conflicting obligations

By executing, delivering and discharging the obligations and responsibilities created by this MoU, the parties certify to each other that there are no agreements outstanding or obligations that are in conflict with this MoU. Either Party will allow 30 days to remedy any conflict. If however, after 30 days, the conflict is not resolved, the offended party can issue a letter of termination to cancel this Agreement.

4. Entirety

This MoU constitutes the entire understanding and agreement between the parties hereto with respect to its subject matter hereof and supersedes all prior written or oral communications or agreements with respect thereto.

5. Amendment

This MoU and its annexes hereto may be amended only by written agreement, signed by the parties.

6. Notices

Any communication in connection with this MoU will be sent by courier or e-mail addressed to the party at its address set out below or such other address as it may from time to time notify to the other party.

In the case of TERMO:

Tel: (593 2) 252 0482 / 256 3300

Fax: (593 2) 2520387

E-Mail: juancarlos.lopez@termopichincha.com.ec

Attention: Ing. Juan Carlos López

In the case of SINOSTEEL EQUIPMENT AND ENGINERRING CO., LTD

Tel: 86-10-62681542 Fax: 86-10-62687983

E-Mail: 13910622577@139.com

MOU Between TERMO PICHINCHA, a CELEC Business Unit (Jondachi) and

SINOSTEEL EQUIPMENT AND ENGR. CO.LTD dated 25 June 2013

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Attention: Mr. Wang Chunyu

10. Undertaking

The Parties undertake to each other that they will do all that is necessary to ensure that all requisite regulatory and corporate approvals, authorization and permits required to enter this MoU and the transaction herein contemplated shall be obtained.

IN WITNESS WHEREOF the parties hereto have caused this MoU to be executed by their duly authorized representatives as of the day and year first above written:

Signed on behalf of

TERMOPICATINCHA, a division of CELEC by:

Juan Carlos López General Manager

Signed on behalf of

SINOSTEEL EQUIPMENT AND ENGINEERING CO., LTD by:

Wang Jian Vice-President

LUNSFORD CONSULTING, LLC

Mark Steiner Vice President

Raymond C. Pyne

Witness



LETTER OF INTEREST FOR MEDIUM-AND-LONG-TERM EXPORT CREDIT INSURANCE



No. I2013322

SINOSTEEL EQUIPMENT & ENGINEERING CO., LTD.:

We have received your application for the LETTER OF INTEREST for the 43MW Jondachi hydropower project of TERMOPICHINCHA UNIT, CELEC COMPANY. Through the preliminary evaluation and examination, our company is interested in provide export credit insurance for the project.

This LETTER OF INTEREST only shows our interest and attention to the project, not legally binding. We assume no responsibility due to this LETTER OF INTEREST. Whether to insure the insurance finally depends on the comprehensive evaluation and examination for the whole project.

CHINA EXPORT & CREDIT INSURANCE CORPORATION 2013.12.10



Resume





Name: Wang Jian

Gender : Male

Age : 43

Education:

2008-2010 China Europe International Business School (CEIBS), MBA

1987-1991 University of Science & Technology Beijing, Bachelor's Degree in Materials Science and Engineering

Working Experiences:

Jun. 2005 to now:

Vice President, SINOSTEEL Equipment & Engineering Co., Ltd. (SINOSTEEL MECC) Aug. 2004 to May 2005:

Deputy Chief Director, International Business Department, SINOSTEEL MECC *Mar. 2004 to Jul. 2004:*

Director, No. 6 Branch of International Business Department, SINOSTEEL MECC *Aug. 2003 to Feb. 2004:*

Director, No. 1 Branch of International Engineering Department, SINOSTEEL MECC *Jan. 2003 to Sep. 2003:*

Project Manager, International Engineering Department, SINOSTEEL MECC <u>Jul. 1997 to Dec. 2002:</u>

Business Manager, China Metallurgical (Germany) Company (Former SINOSTEEL Germany GmbH)

May. 1995 to Jun. 1997:

Salesman, CSI Group (former SINOSTEEL Group)

Aug. 1991 to Apr. 1995:

Salesman, No.1 Department of China Metallurgical Import & Export Corporation

Language Skill:

Fluent English and applicable German.

Highlights of Achievements:

Since 2003, Mr. Wang has been serving in SINOSTEEL MECC for its international marketing and overseas project executing. Up to date under his supervision, the cumulated contract value of over 50 projects in over 10 countries and regions has reached 3 billion US dollars and all overseas projects have been well executed with smooth end payment in time. At the same time, he established and perfected our norms regarding international marketing, international project executing and international legal safeguard system.

During the course of his working in Germany, he was not only in charge of trading business of nearly 100 million US dollars, but also responsible for all financial and legal operations of the company.

When worked for China Metallurgical Import & Export Corporation, as the major negotiator he was responsible for the negotiation of procurement of several large scale complete sets of equipments and advanced technologies, with over 500 million US dollars individual project successfully executed.

Reference List (not complete):

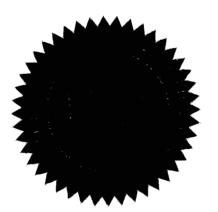
- 1. INDIA JSW 2.0MT/a Coke Oven & By-product Plant (EP) (2011~2012)
- 2. JAPAN WAKAYAMA STEEL WORKS 1.2MT, 6-meter Top-charge Coke Oven Battery (2006 ~ 2009)
- 3. INDIA JSPL 2 x 1.9MT Stamping Coke Oven Battery with By-product Plant (EP) (2008 ~)
- 4. TURKEY TOSYALI Slab Caster Project (2008 ~ 2009)
- 5. VIETNAM TISCO Billet Caster Project (2008 ~ 2011)
- 6. TURKEY ERDEMIR Ladle Furnace Project (2006~2007)
- 7. AUSTRALIA Copper Mining Project (EP) (2011~)
- 8. TURKEY ICDAS 1X 600MW Coal Fired Steam Power Plant (EP) (2011 ~)
- 9. TURKEY ISDEMIR 300 m² Sinter Plant (EP) $(2005 \sim 2011)$
- 10. INDIA ISPAT 198 m² Sinter Plant (EP) (2003 ~ 2005)
- 11. TURKEY ISDEMIR 3050 m³ Blast Furnace (EP) (2005 ~ 2011)
- 12. IRAN ZARAND 2000m³ Blast Furnace (EPC) (2010 ~)
- 13. MALASYIA PERWAJA Steel 2.4 MTPA Pellet Plant (EP) (2011~)
- 14. TURKEY TOSYALI 950 Hot Strip Mill (2008 ~ 2009)
- 15. SAUDI ARCELORMITTAL Seamless Pipe Project (2010 ~ 2012)



Corporation Commission

CERTIFICATION

I, Mark Dinell, certify that I am the Assistant Director of the Arizona Corporation Commission's Securities Division and that I have legal custody of the records of the Securities Division. I certify that I have directed a diligent search of the Securities Division records and the records reflect that during the period of January 1, 2008, to March 28, 2014, Mark G. Steiner has not registered with the Arizona Corporation Commission as a securities salesman or dealer pursuant to Article 9 of the Securities Act of Arizona (A.R.S. § 44-1941 et seq.); and has not made a notice filing or licensed with the Arizona Corporation Commission as an investment adviser or investment adviser representative pursuant to Article 4 of the Arizona Investment Management Act (A.R.S. § 44-3151 et seq.)



IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE ARIZONA CORPORATION COMMISSION, AT THE CAPITOL, IN THE CITY OF PHOENIX, THIS 2 DAY OF APRIL, 2014.

1 Work Ding

Assistant Director Securities Division

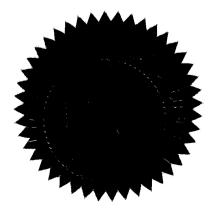




Corporation Commission

CERTIFICATION

I, Mark Dinell, certify that I am the Assistant Director of the Arizona Corporation Commission's Securities Division and that I have legal custody of the records of the Securities Division. I certify that I have directed a diligent search of the Securities Division records and the records reflect that during the period of January 1, 2008, to March 28, 2014, **Out of the Blue Processors, LLC** has not filed with the Arizona Corporation Commission a notice pursuant to A.R.S. § 44-1850 of the Securities Act of Arizona or Article 12 of the Arizona Investment Management Act (A.R.S. § 44-3321 et seq.); has not registered securities with the Arizona Corporation Commission by description pursuant to Article 6 of the Securities Act of Arizona (A.R.S. § 44-1871 et seq.) or by qualification pursuant to Article 7 of the Securities Act of Arizona (A.R.S. § 44-1891 et seq.); has not registered with the Arizona Corporation Commission as a dealer pursuant to Article 9 of the Securities Act of Arizona (A.R.S. § 44-1941 et seq.); and has not made a notice filing or licensed with the Arizona Corporation Commission as an investment adviser pursuant to Article 4 of the Arizona Investment Management Act (A.R.S. § 44-3151 et seq.)



IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE ARIZONA CORPORATION COMMISSION, AT THE CAPITOL, IN THE CITY OF PHOENIX, THIS ZODAY OF APRIL, 2014.

Mark Dinell

Assistant Director Securities Division

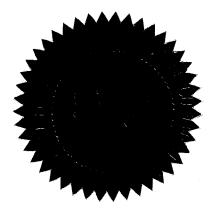




Corporation Commission

CERTIFICATION

I, Mark Dinell, certify that I am the Assistant Director of the Arizona Corporation Commission's Securities Division and that I have legal custody of the records of the Securities Division. I certify that I have directed a diligent search of the Securities Division records and the records reflect that during the period of January 1, 2008, to March 28, 2014, Lunsford Consulting, LLC has not filed with the Arizona Corporation Commission a notice pursuant to A.R.S. § 44-1850 of the Securities Act of Arizona or Article 12 of the Arizona Investment Management Act (A.R.S. § 44-3321 et seq.); has not registered securities with the Arizona (A.R.S. § 44-1871 et seq.) or by qualification pursuant to Article 6 of the Securities Act of Arizona (A.R.S. § 44-1891 et seq.); has not registered with the Arizona Corporation Commission as a dealer pursuant to Article 9 of the Securities Act of Arizona (A.R.S. § 44-1941 et seq.); and has not made a notice filing or licensed with the Arizona Corporation Commission as an investment adviser pursuant to Article 4 of the Arizona Investment Management Act (A.R.S. § 44-3151 et seq.)



IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE ARIZONA CORPORATION COMMISSION, AT THE CAPITOL, IN THE CITY OF PHOENIX, THIS 2 DAY OF APRIL, 2014.

BY

Mark Dinell
Assistant Director
Securities Division

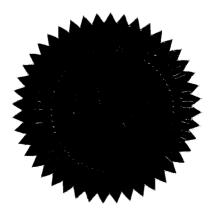




Corporation Commission

CERTIFICATION

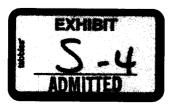
I, Mark Dinell, certify that I am the Assistant Director of the Arizona Corporation Commission's Securities Division and that I have legal custody of the records of the Securities Division. I certify that I have directed a diligent search of the Securities Division records and the records reflect that during the period of January 1, 2008, to March 28, 2014, Second Opinion Solutions, LLC has not filed with the Arizona Corporation Commission a notice pursuant to A.R.S. § 44-1850 of the Securities Act of Arizona or Article 12 of the Arizona Investment Management Act (A.R.S. § 44-3321 et seq.); has not registered securities with the Arizona Corporation Commission by description pursuant to Article 6 of the Securities Act of Arizona (A.R.S. § 44-1871 et seq.) or by qualification pursuant to Article 7 of the Securities Act of Arizona (A.R.S. § 44-1891 et seq.); has not registered with the Arizona Corporation Commission as a dealer pursuant to Article 9 of the Securities Act of Arizona (A.R.S. § 44-1941 et seq.); and has not made a notice filing or licensed with the Arizona Corporation Commission as an investment adviser pursuant to Article 4 of the Arizona Investment Management Act (A.R.S. § 44-3151 et seq.)



IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE ARIZONA CORPORATION COMMISSION, AT THE CAPITOL, IN THE CITY OF PHOENIX, THIS DAY OF APRIL, 2014.

BY____

Assistant Director Securities Division











Office of the CORPORATION COMMISSION

The Executive Director of the Arizona Corporation Commission does hereby certify that the attached copy of the following document:

ARTICLES OF ORGANIZATION, 07/30/2010

consisting of 2 pages, is a true and complete copy of the original of said document on file with this office for:

LUNSFORD CONSULTING, LLC ACC file number: L-1618258-5

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Arizona Corporation Commission on this date: April 2, 2014.



Jodi A. Jerich, Executive Director

By: // May Lee





JUL 3 0 2010

ARTICLES OF ORGANIZATION OF

FILE NO. 1. 1618-2585 LUNSFORD CONSULTING, LLC.

- The name of this Limited Liability Company is LUNSFORD 1.0 CONSULTING, LLC.
- The address of the registered office of this Limited Liability 2.0 Company is 4824 E. Baseline #133 Mesa, AZ 85206.
- The name and business address of the initial agent for service of 3.0 process for this Limited Liability Company is Kent Ellsworth, 4824 E. Baseline #133 Mesa, Az 85206.
- At the time this Limited Liability Company is formed, there will be 4.0 two or more members.
- The latest date this Limited Liability Company can dissolve is 5.0 December 31, 2075.
- Management of this Limited Liability Company is vested in a 6.0 Manager.
- The names and business addresses of each person who is a 7.0 manager of this Limited Liability Company at the time of formation are:

Mark Steiner 22511 N. 77th Pl. Scottsdale, AZ 85255

William B. Lunsford 4824 E. Basline #133 Mesa, AZ 85206

June 30th, 2010

ARIZONA CORPORATION COMMISSION 1300 WEST WASHINGTON PHOENIX, AZ. 85007

RE: LUNSFORD CONSULTING, LLC.

Dear Sir or Madam:

Please be advised that I give my permission and consent to act as Agent of Process for the above named Corporation.

Kent Elisworth, EA

4824 E. Baseline #133

Mesa, Az 85206









Office of the CORPORATION COMMISSION

The Executive Director of the Arizona Corporation Commission does hereby certify that the attached copy of the following document:

ARTICLES OF ORGANIZATION, 12/18/2000

consisting of 2 pages, is a true and complete copy of the original of said document on file with this office for:

SECOND OPINION SOLUTIONS, LLC ACC file number: L-0972688-7

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Arizona Corporation Commission on this date: April 1, 2014.



Jodi A. Jerich, Executive Director

By: // W// Y/W Mary/ Lee





ARTICLES OF ORGANIZATION OF

السفيف من المالية OF THE BLUE FINANCIAL SERVICES, LLC

1-0942688-4

- 1.0 The name of this Limited Liability Company is OUT OF THE BLUE FINANCIAL SERVICES, LLC. 1KM.
- 2.0 The address of the registered office of this Limited Liability Company is 22511 N. 77th Place, Scottsdale, Arizona 85255
- 3.0 The name and business address of the initial agent for service of process for this Limited Liability Company is Kent Ellsworth, 2101 E. Broadway, Ste. 20, Tempe, Az. 85282
- 4.0 At the time this Limited Liability Company is formed, there will be two or more members.
- 5.0 The latest date this Limited Liability Company can dissolve is December 31, 2050.
- 6.0 Management of this Limited Liability Company is vested in a Manager.
- 7.0 The names and business addresses of each person who is a manger of this Limited Liability Company at the time of formation are:

Mark Steiner 22511 N. 77th Place Scottsdale, Az. 85255

Shelly Steiner 22511 N. 77th Place Scottsdale, Az. 85255

Mark Steiner, Manager

December 4, 2000

ARIZONA CORPORATION COMMISSION 1200 WEST WASHINGTON PHOENIX, AZ. 85007

RE:Out of The Blue Financial Services, LLC.

Dear Sir or Madam:

Please be advised that I give my permission and consent to act as Statutory Agent for the above named Corporation.

Kent Ellsworth

2101 E. Broadway, Ste. 20

Tempe, Az. 85282







Office of the CORPORATION COMMISSION

The Executive Director of the Arizona Corporation Commission does hereby certify that the attached copy of the following document:

ARTICLES OF AMENDMENT, 10/31/2005

consisting of 2 pages, is a true and complete copy of the original of said document on file with this office for:

SECOND OPINION SOLUTIONS, LLC ACC file number: L-0972688-7

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Arizona Corporation Commission on this date: April 1, 2014.



A. Jerich, Executive Director

By:

Mary Lee







AZ CORPORATION COMMISSION FILED

1.	The name of the limited liability company is: CETT OF THE BLUE FINANCIAL SERVICES, LLC.
2.	The Articles of Organization were originally filed with the Arizona Corporation Commission on the
3.	Attached hereto as Exhibit A is the text of the amendment.
	Dated this 27 day of OCTUBER, 2005.
	Signature:
	Print Name: MARK G. STEINER

ARTICLES OF AMENDMENT

LL:0022 Rev: 09/05 reserved to the members.

ARTICLES OF AMENDMENT Exhibit A

It is the intention of OUT OF THE BLUE FINANCIAL SERVICES, LLC to amend Article I to better reflect the services offered. As of October 26, 2005, the company will be known, per Article I, as: SECOND OPINION SOLUTIONS, LLC









Office of the CORPORATION COMMISSION

The Executive Director of the Arizona Corporation Commission does hereby certify that the attached copy of the following document:

ARTICLES OF ORGANIZATION, 12/18/2000

consisting of 2 pages, is a true and complete copy of the original of said document on file with this office for:

OUT OF THE BLUE PROCESSORS, LLC. ACC file number: L-0972687-6

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Arizona Corporation Commission on this date: April 1, 2014.



Jodi A. Jerich, Executive Director

Mary Lee

EXHIBIT

S-7

ADMITTED





12/22/00/BH

Margartentiget

ARTICLES OF ORGANIZATION OF

OUT OF THE BLUE PROCESSORS, LLC.

L0972687-6

- 1.0 The name of this Limited Liability Company is Out of The Blue Processors, LLC. $_{\it OC-NA}$
- 2.0 The address of the registered office of this Limited Liability Company is 22511 N. 77th Place, Scottsdale, Az. 85255.
- 3.0 The name and business address of the initial agent for service of process for this Limited Liability Company is Kent Ellsworth, 2101 E. Broadway, Ste. 20, Tempe, Az. 85282
- 4.0 At the time this Limited Liability Company is formed, there will be two or more members.
- 5.0 The latest date this Limited Liability Company can dissolve is December 31, 2050.
- 6.0 Management of this Limited Liability Company is vested in a Manager.
- 7.0 The names and business addresses of each person who is a manger of this Limited Liability Company at the time of formation are:

Mark Steiner 22511 N. 77th Place Scottsdale, Az. 85255

Shelly Steiner 22511 N. 77th Place Scottsdale, Az. 85255

Mark Steiner, Manager

December 4, 2000

ARIZONA CORPORATION COMMISSION 1200 WEST WASHINGTON PHOENIX, AZ. 85007

RE:Out of The Blue Processors, LLC.

Dear Sir or Madam:

Please be advised that I give my permission and consent to act as Statutory Agent for the above named Corporation.

Kent Ellsworth

2101 E. Broadway, Ste. 20

Tempe, Az. 85282

MARK GLENDON STEINER 10/17/2012

1	BEFORE THE ARIZONA CORPORATION COMMISSION
2	SECURITIES DIVISION
3	
4	In the Matter of)
5	OUT OF THE BLUE PROCESSORS,) S-20837A-12-0061
6	LLC, an Arizona limited) liability company, d/b/a)
7	OUT of the Blue Processors II,) LLC; and)
8 9	MARK STEINER (CRD #1834102) and) SHELLY STEINER, husband and) wife,
10	Respondents.)
11	,
12	
13	
14	EXAMINATION UNDER OATH OF MARK GLENDON STEINER
15	Phoenix, Arizona October 17, 2012
16	OCCODEL 17, 2012
17	
18	
19	ARIZONA REPORTING SERVICE, INC. Court Reporting
20	Suite 502 2200 North Central Avenue
21	Phoenix, Arizona 85004-1481
22	By: GARY W. HILL, RPR, CRR Certified Reporter
23	Certificate No. 50812
24	Prepared for:
25	

ARIZONA REPORTING SERVICE, INC. (602) 274-9944 www.az-reporting.com Phoenix, AZ

602) 274-9944 Phoenix, AZ ACC000981 FILE #8302

FILE #8302

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25				
		REPORTING SERVICE, INC. reporting.com	(602) 2 Phoe	74-9944 nix, AZ ACC000982

FILE #8302

1	EXAMINATION UNDER OATH OF MARK GLENDON STEINER
2	was taken on the 17th day of October, 2012, commencing
3	at 9:25 a.m., at the Arizona Corporation Commission,
4	Securities Division, 1300 West Washington Street,
5	Phoenix, Arizona, before GARY W. HILL, Certified
6	Reporter No. 50812 for the State of Arizona.
7	
8	APPEARANCES
9	For the Securities Division:
10	
11	Mr. Phong Paul Huynh, Staff Attorney 1300 West Washington Street, Third Floor
12	Phoenix, Arizona 85007
13	For the Respondents:
14	Mr. Arthur P. Allsworth 7501 North 16th Street, Suite 200
15	Phoenix, Arizona 85020
16	
17	
18	Also Present:
19	
20	Ms. Annalisa Weiss, Special Investigator Mr. Ricardo Gonzales, Forensic Accountant
21	
22	
23	
24	
25	
	ARIZONA REPORTING SERVICE, INC. (602) 274-9944 www.az-reporting.com Phoenix, AZ ACC000983

(Exhibit 1, Exhibit 2, Exhibit 3, Exhibit 4, 1 Exhibit 5, and Exhibit 6 were marked for 2 3 identification.) 5 MARK GLENDON STEINER, 6 called as a witness herein, having been first duly sworn by the Certified Reporter to speak the truth and nothing 7 8 but the truth, was examined and testified as follows: 9 10 EXAMINATION 11 BY MR. HUYNH: Good morning, gentlemen. I'm just going to go 12 Q. 13 through some background, opening stuff that I give to all of our deposition individuals, and let me get started 15 here. 16 This is part of an inquiry by the Securities Division of the Arizona Corporation Commission in the 17 18 matter of Out of the Blue Processors, LLC, Docket 19 No. S-20837A-12-0061 in order to determine if there has been full compliance with the Investment Management Act 20 21 and the Securities Act of the State of Arizona. 22 information obtained today may reveal violations of 23 statutes outside of the Securities Act. Present are myself, Phong Paul Huynh. I'm a 24 Staff Attorney here with the Securities Division, Annalisa 25

ARIZONA REPORTING SERVICE, INC.

www.az-reporting.com

ACC000984 FILE #8302

(602) 274-9944

Phoenix, AZ

- 1 Weiss is a special investigator with the Securities
- 2 Division, and Ricardo Gonzales is also present. He is a
- 3 forensic accountant with the Division.
- If you would, for the record, please introduce
- 5 your full name, Mr. Steiner, and counsel.
- 6 A. My name is Mark Glendon Steiner.
- 7 MR. HUYNH: Art, if you would, just for the
- 8 record.
- 9 MR. ALLSWORTH: My full name is Arthur P.
- 10 Allsworth, A-L-L-S-W-O-R-T-H.
- 11 BY MR. HUYNH:
- 12 Q. Mr. Steiner, you've already been provided the
- 13 oath by the court reporter, and you're under oath
- 14 currently right now, correct?
- 15 A. Right.
- 16 Q. Now, the reporter will record all statements by
- 17 you or your attorney. If you wish to consult with your
- 18 attorney off the record before answering a question, you
- 19 may do so by whispering or requesting a short recess for
- 20 that purpose. However, the court reporter will note for
- 21 the record each time you so consult before answering.
- 22 This is done merely to ensure an accurate record.
- 23 Since your testimony is being recorded, please
- 24 respond verbally as opposed to nodding or shaking your
- 25 head. Also, please let me finish my question before you

- 1 respond so the record will be clear.
- 2 If you don't clearly hear a question or
- 3 understand what's being asked, please say so, and the
- 4 reporter will repeat it or I'll try to explain the
- 5 question further. The reporter will only formally go off
- 6 the record at my direction. I'll try to accommodate you
- 7 at your request.
- 8 Since you're now under oath, any false statements
- 9 you make knowingly may subject you to administrative
- 10 penalties by this agency as well as criminal prosecution
- 11 as perjury or false swearing, both of which are felony
- 12 offenses in Arizona.
- Do you understand you're under oath here today,
- 14 Mr. Steiner?
- 15 A. I do.
- 16 Q. Do you have any questions about anything I've
- 17 said so far?
- 18 A. No.
- 19 Q. Do you understand what I've stated to you so far?
- 20 A. I do.
- 21 Q. Are you on any -- are you under any medication or
- 22 under any physical disability that will interfere with
- 23 your memory or ability to understand and answer questions
- 24 today?
- 25 A. No.

(602) 274-9944 Phoenix, AZ

> ACC000986 FILE #8302

- 1 Q. Mr. Steiner, can you give me your date of birth,
- 2 please?
- 3 A.
- 4 Q. Now, although you may decline as a right under
- 5 federal law, I'm going to ask for your Social Security
- 6 number solely for identification purposes. What is your
- 7 Social Security number?
- 8 A.
- 9 Q. What is your current marital status?
- 10 A. Married.
- 11 Q. Could you give, for the record, the full name of
- 12 your spouse and maiden name if it's different?
- 13 A. Shelly Johnson Steiner.
- 14 Q. How long have you and Shelly been married?
- 15 A. Almost 25 years.
- 16 Q. Congratulations. Mr. Steiner, how long have you
- 17 been a resident of Arizona?
- 18 A. Since July 1997.
- 19 Q. Approximately how long has Shelly been a
- 20 resident, or your wife, of Arizona?
- 21 A. The same.
- 22 Q. The same? What is your current home address?
- Q. How long have you been at that address?
- 25 A. Two years.

- 1 Q. Do you own or rent that?
- 2 A. Rent.
- 3 Q. Prior to the East Hanover Way address, where did
- 4 you reside prior to that?
- 5 A. In Scottsdale.
- 6 Q. Could you give me that address, if you recall?
- 7 A. ,
- 8 Q. And did you own or rent that location?
- 9 A. We owned it.
- 10 Q. Did you have at that Scottsdale -- I'm sorry, was
- 11 it address?
- 12 A. .
- 13 Q. At that address, did you have a mortgage on
- 14 that residence?
- 15 A. We did.
- 16 Q. Who owned the mortgage on that residence? Or who
- 17 were you making mortgage payments to?
- MR. ALLSWORTH: Paul, you know, you're way off
- 19 of the, out of the field of normal inquiry about a
- 20 securities matter.
- 21 MR. HUYNH: I'm asking the question. If
- 22 Mr. Steiner --
- MR. ALLSWORTH: Where he lived is perfectly
- 24 okay. But I mean, getting into who owns the mortgage,
- in today's world, you hardly ever know.

- 1 BY MR. HUYNH:
- 2 Q. I asked a question. Can you answer it or not?
- 3 A. It was Wachovia.
- 4 O. And at both residences, did your spouse also stay
- 5 at the same address?
- 6 A. She did.
- 7 Q. Mr. Steiner, what is your current occupation?
- 8 A. I do consulting.
- 9 Q. How long have you been consulting?
- 10 A. In one way or another, since early 2000, I
- 11 quess.
- 12 Q. Just to be clear for the record --
- 13 A. Early 2000s.
- 14 Q. Okay. And just to be clear for the record, who
- 15 was the employer that you were consulting for?
- MR. ALLSWORTH: None. A consultant by
- 17 definition is not employed.
- 18 MR. HUYNH: Art --
- MR. ALLSWORTH: Paul, I'm going to hold you to
- 20 asking the questions that you want answered.
- MR. HUYNH: Okay.
- MR. ALLSWORTH: But I am going to advise my
- 23 client not to fall into the trap of answering truthfully
- 24 a question that wasn't asked.
- MR. HUYNH: Let me try to rephrase it.

- 1 BY MR. HUYNH:
- 2 O. Who were you consulting for, Mr. Steiner? What
- 3 entity?
- 4 A. What company? What entity --
- 5 O. Yeah.
- 6 A. -- do I consult for?
- 7 Q. Yes.
- 8 A. Lunsford Consulting.
- 9 Q. I'm sorry?
- 10 A. Lunsford Consulting.
- 11 Q. Maybe just the easiest way to do this, could you
- 12 just give me a brief work history for the last five years,
- 13 just the companies or entities that you've worked for or
- 14 any other companies you've consulted for or been employed
- 15 by in the last five years?
- 16 A. Lunsford Consulting is what I've done since
- 17 2008.
- 18 Q. Okay.
- 19 A. I worked with Wachovia through 2008.
- 20 Q. What was your role or your job function with
- 21 Wachovia?
- 22 A. I was a manager.
- 0. Okay. Mr. Steiner, do you have a -- do you own
- 24 the phone number
- 25 A. Yes.

- 1 Q. Is that your personal cell?
- 2 A. Uh-huh.
- Q. Okay. Does that phone have the ability to send
- 4 text messages?
- 5 A. Yes.
- 6 Q. Have you ever been convicted of any crime other
- 7 than, say, a minor traffic violation?
- 8 A. No.
- 9 Q. Have you been named as a defendant in any civil
- 10 lawsuits for the last five years?
- 11 A. I don't believe so.
- 12 Q. Mr. Steiner, can you confirm for me, I believe
- 13 you're a manager of -- there was an Out of the Blue
- 14 Processors, LLC; is that correct?
- 15 A. That's true.
- 16 Q. That was incorporated, I believe, somewhere in
- 17 roughly 2000? If you don't recall, that's okay. And
- 18 there's also an LLC, Out of the Blue Processors II, LLC;
- 19 is that correct?
- 20 A. That's not correct.
- Q. Okay. And you're also a manager of Second
- 22 Opinion Solutions, LLC?
- 23 A. That's true.
- Q. And just to confirm, who was the custodian of
- 25 records for Out of the Blue Processors, LLC?

ACC000991 FILE #8302

- 1 A. Is this what you're referring to?
- Q. No. The custodian of records for, say, corporate
- 3 documents or corporate records?
- 4 A. I don't know that we've formally identified
- 5 somebody that manages that. I guess it would be me.
- 6 Q. How long have you been the custodian of records
- 7 for Out of the Blue?
- 8 A. Since the beginning.
- 9 Q. Since the incorporation or organization?
- 10 A. Correct.
- 11 O. Mr. Steiner, do you also have an e-mail address
- 12 of mark@secondopinionsolutions.net?
- 13 A. I do.
- 14 Q. And that's your e-mail address that you've
- 15 used -- let me -- sorry, scratch that.
- 16 Is that an e-mail address or an e-mail account
- 17 that's password protected?
- 18 A. Yeah, it has a password.
- 19 Q. All right. Now, as we know, we're here today
- 20 just to get some more information regarding Out of the
- 21 Blue Processors and an Out of the Blue Processors II, LLC.
- What I would like to do, we'll just start real
- 23 quickly here with this document, Exhibit 1. Why don't you
- 24 take a second to flip through that.
- MR. ALLSWORTH: Excuse me, Paul, you're showing

- 1 him a document that is unsigned; is that correct? You
- 2 understand that to be?
- MR. HUYNH: Yeah. We just simply had marked
- 4 that as an exhibit.
- 5 MR. ALLSWORTH: Fine, so the record shows that
- 6 this is an operating agreement which has not been signed
- 7 by anyone other than Mark Steiner.
- 8 MR. HUYNH: Okay, thanks.
- 9 BY MR. HUYNH:
- 10 Q. Do you recognize that document, Mr. Steiner?
- 11 A. Sure.
- 12 Q. All right. Now, I had a comment earlier
- 13 regarding Out of the Blue Processors II, LLC, and I
- 14 believe you stated there isn't an actual filing for Out of
- 15 the Blue II, LLC; is that correct?
- 16 A. That's correct.
- 17 Q. All right. Why don't we just come back to this
- 18 in a second then.
- 19 If you would, please take a look at what has been
- 20 marked today as Exhibit 4. Take a second there.
- 21 MR. ALLSWORTH: Okay. Look through it.
- 22 THE WITNESS: I'm looking at it. I'm not
- 23 reading all the details of it. Okay.
- 24 BY MR. HUYNH:
- Q. All right. And that's a document that's titled

ACC000993 FILE #8302

- 1 Respondent's Prehearing Conference Memorandum, right?
- 2 Correct?
- 3 A. Yes.
- 4 Q. All right. And I believe that was a document
- 5 that was drafted by your attorney, Mr. Allsworth?
- 6 A. Right.
- 7 Q. Did you have a chance to review the contents of
- 8 that memorandum?
- 9 A. I did at the time it was presented.
- 10 Q. Okay. And do you agree with the contents, or are
- 11 there any revisions that you would like to make regarding
- 12 any of the statements in that memorandum?
- 13 A. I'm not reviewing it at this point; but at the
- 14 time I reviewed it, I think it was generally accurate.
- 15 Q. Now, what I would like to do is just kind of get
- 16 some background, that's all, regarding Out of the Blue, I
- 17 guess in this instance Out of the Blue I, LLC. And
- 18 there's -- roughly, I believe it starts on page 6, a
- 19 little summary here. "Beginning approximately 2008, the
- 20 Company began to offer to family, friends, and former
- 21 business associates of Mark Steiner member interests in
- 22 the Company."
- I just wanted to clarify, which company is that
- 24 talking about? Is that Out of the Blue I?
- 25 A. Correct.

ACC000994 FILE #8302

- 1 Q. Okay. And further down the document, I believe
- 2 it says the offering was terminated before 1.5 million was
- 3 raised, the 10 percent and 5 percent shares of Lunsford's
- 4 gross revenues was to be reduced -- oh, I'm sorry, if the
- 5 offering was terminated before \$1.5 million. Then roughly
- 6 down on line 21, it says, "By the end of 2010,
- 7 two-and-a-half years after the offering was first made,
- 8 all 1.5 million in member interests had been purchased by
- 9 investors." Is that correct?
- 10 A. (Nods head.)
- 11 Q. All right. So give me a brief background in
- 12 regards to the \$1.5 million raised for Out of the Blue I,
- 13 if you can just give me a brief overview of what the
- 14 understanding was that the 1.5 million was to be raised
- 15 for and a little bit about that transaction, if you could.
- 16 A. There was an opportunity through strategic
- 17 relationships in China to work with them in doing
- 18 infrastructural projects internationally. In other
- 19 words, China has a program, a formula, some opportunity
- 20 that says China would like to engage in international
- 21 infrastructural projects in different countries. And we
- 22 were invited to participate in that opportunity in
- 23 helping them identify projects that they could, in turn,
- 24 fill in their program.
- 25 Q. Okay.

- 1 A. In order to do that, we needed to identify some
- 2 capital that would allow us to travel to these sites, to
- 3 meet with the appropriate parties on both sides of the
- 4 equation, people in China, people in the other
- 5 countries. And so in order to do that, we needed to
- 6 identify capital.
- 7 So we structured Out of the Blue I -- which is
- 8 not Out of the Blue I; it's just Out of the Blue
- 9 Processors -- to have people who would participate as
- 10 members in that opportunity, would provide operating
- 11 capital for us to go and have these meetings to bring
- 12 about a transaction between the two countries.
- 13 Q. And then you mentioned, when you say "we" or
- 14 "us," can you just confirm for the record, who were you
- 15 referring to?
- 16 A. Out of the Blue Processors was set up as an
- 17 entity -- you know it was set up in 2000, 2001 or
- 18 whatever it was, but it had been vacated for any
- 19 transactions. You know that? And so because it was a
- 20 nonfunctioning entity, without any encumbrances, I
- 21 guess, or obligations, we used it as an opportunity to
- 22 take those people that were interested in supporting my
- 23 efforts and Mr. Lunsford's efforts in China to develop
- 24 these relationships between China and other countries.
- 25 Q. Yeah, and I just want to be clear for the record.

- 1 When you say "we" or "us," you're talking about yourself
- 2 and Mr. William Lunsford?
- 3 A. Uh-huh.
- 4 Q. Okay. I just want to be clear for the record.
- 5 That's all.
- 6 So I might have to jump around just briefly here,
- 7 and I would like you to take a quick look at what has been
- 8 marked today as Exhibit No. 5, a letter by your attorney.
- 9 MR. ALLSWORTH: Yes.
- 10 BY MR. HUYNH:
- 11 Q. I would like to just flip a couple pages into it.
- 12 There is what has been marked as ACC 000359 and
- 13 ACC 000360. In looking at 359, there's a heading
- 14 Investors and a series of names, and then there's some
- 15 general time frames and amounts, roughly in the same row
- 16 of those individuals, and it appears to sum up at the
- 17 bottom here 1773; is that right?
- 18 A. (Nods head.)
- 19 Q. All right. And on ACC 000360, there's a sum of
- 20 \$1,773,000; is that correct?
- 21 A. (Nods head.)
- 22 Q. But I just want to confirm, our portion here
- 23 seems to have gotten cropped off at the top here. Do you
- 24 have a version that you could provide us that isn't cut
- off, or do you know what might have happened here?

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- 1 A. I don't know what happened.
- 2 MR. ALLSWORTH: It wasn't cut off.
- 3 THE WITNESS: Seems like your copy machine --
- 4 MR. ALLSWORTH: Oh, wait a minute.
- 5 THE WITNESS: This area right here is not
- 6 included in here.
- 7 MR. HUYNH: Okay. So you guys do have one
- 8 with --
- 9 MR. ALLSWORTH: Yeah.
- 10 MR. HUYNH: Is it okay if we take a quick recess
- 11 and make a quick copy of this?
- MR. ALLSWORTH: Absolutely, sure. I have no
- 13 idea what happened, but I mean what was sent to you was
- 14 given to me separate from when that was given to me, and
- 15 I have no idea what happened.
- MR. HUYNH: We'll just go briefly off the
- 17 record.
- 18 (Recessed from 9:50 a.m. to 9:53 a.m.)
- 19 (Exhibit 8 was marked for identification.)
- 20 MR. HUYNH: We're back on the record. We just
- 21 took a brief break just to make a copy of a new exhibit.
- 22 We Bates labeled it ACC 000577.
- 23 BY MR. HUYNH:
- Q. Mr. Steiner, go ahead and take a look at that.
- 25 It's got a series of individual names on here under the --

ACC000998 FILE #8302

- 1 the first column heading has got Investor, and the second
- 2 column heading has got Out of the Blue Processors.
- Now, just kind of going back to what we were
- 4 briefly speaking about. Roughly, if I understand
- 5 correctly, \$1.5 million was raised to allow you and
- 6 Mr. Lunsford to grow those business contacts and to
- 7 facilitate the development opportunities that we've been
- 8 briefly speaking about.
- 9 Can you just from this list, because the amount
- 10 is higher than 1.5, can you just go through and explain to
- 11 me which individuals are part of the 1.5 million that
- 12 we've been generally discussing or speaking of?
- 13 A. Generally -- I think there needs to be some
- 14 clarity.
- 15 Q. Okay.
- 16 A. The opportunity that we are taking advantage of
- 17 is working with the Chinese and their business
- 18 development opportunities in foreign lands, particularly
- 19 Africa and Latin America, some countries within each of
- 20 those continents, and they presented that opportunity to
- 21 us. And so in order to facilitate that endeavor, it
- 22 took capital beyond what we had personally to
- 23 participate in that.
- So we engaged people that knew us, people that
- 25 worked with us, people we had relationships with, and

- 1 said this is our opportunity; would you like to
- 2 participate with us in this environment? And this is a
- 3 list of people that have indicated they would like to.
- 4 Because there were some unknowns at the
- 5 beginning, we had to create a structure that gave people
- 6 a comfort level of understanding what their
- 7 participation was and what they could anticipate,
- 8 generally speaking, out of what at the time was unknown,
- 9 but certainly anticipated to be good. Much like you do
- in any business model, you'll say, you know, I recognize
- 11 the lack of a widget, and if I make widgets, there's a
- 12 good chance that I can hit a business plan. You
- 13 understand that?
- 14 O. Sure.
- 15 A. And you speculate a little bit, and you manage a
- 16 little bit, and you try to -- you try to anticipate, as
- 17 best as you can, how much it will take to do that and
- 18 what kind of expense will be associated with that.
- 19 So at the beginning of this when we started, we
- 20 knew what our opportunity was. We knew what the
- 21 potential could be. We knew that it created a lot of
- 22 opportunity, not only for ourselves, but for our
- 23 families, for people close to us, and for people in
- 24 those countries that would be the benefactors of
- 25 infrastructural development.

- 1 So this first project, there's people without
- 2 electricity. We put this in place; people will have
- 3 electricity. We see that as a good opportunity, not
- 4 only from an economic standpoint, but from a do-good
- 5 opportunity around the world. And we've received
- 6 accolades and appreciation for these endeavors that
- 7 we've taken.
- 8 But at the beginning there are some unknowns.
- 9 So we structured what we believed could be a reasonable
- 10 opportunity for the investors. And we guessed that we
- 11 could accomplish it in a million and a half dollars.
- 12 And so we had Out of the Blue Processors filed. It was
- 13 dormant. It was unencumbered. It had no obligations.
- 14 And so we used that as an entity to say members that
- 15 wanted to participate in this could have a nondiluted
- 16 participation at these rates. Does that make sense?
- 17 Q. Okay.
- 18 MR. ALLSWORTH: These rates relate to --
- 19 THE WITNESS: Well, we said for \$1.5 million, we
- 20 would identify 10 percent of the revenues from the
- 21 projects that we engage in in China -- the China
- 22 business. It's not necessarily China, but you
- 23 understand what I mean. That that 10 percent would
- 24 encompass a hundred percent of the investors' return, as
- 25 you read that.

- 1 BY MR. HUYNH:
- Q. Okay.
- A. So we structured it that we would raise a
- 4 million and a half dollars. 10 percent of the gross
- 5 revenues that came from these projects that we engaged
- 6 in with China and the other countries would be returned
- 7 in a gross level to the people that participated, and
- 8 they occupied Out of the Blue.
- 9 Q. Okay.
- 10 A. Now, because some of the processes took longer
- 11 than our original business model anticipated, we had to
- 12 extend beyond what was encompassed in \$1.5 million.
- 13 Given the rules and our promises and obligations to
- 14 people and our understanding between each other, we had
- 15 to create a way to, without diluting the people that
- 16 were already there, still needing a little more capital,
- 17 we went and added what we believed could happen with a
- 18 little more capital.
- 19 So here it represents on this Exhibit 8, \$1.7
- 20 million, thereabouts, against \$1.5 million 100 percent
- 21 Out of the Blue. So without diluting anybody, we simply
- 22 extended the rules to include another 5 percent. We
- 23 identified that as Out of the Blue II to make a
- 24 separation between, so that no one had a dilution, so no
- one was mismanaged, and nobody's understanding changed.

- 1 It diluted me because it required in the document
- 2 labeled Out of the Blue Processors II, which is simply a
- 3 defining document, not a separate entity filed document.
- 4 It's a defining document within the same rules, and the
- 5 language is the same, and the rules are the same with
- 6 the exception of the amount of money raised and the
- 7 allocation assigned.
- 8 Q. Okay.
- 9 A. Prorated-wise, it's the same.
- 10 Q. Okay. So I guess from our perspective, we
- 11 haven't seen a version of the initial Out of the Blue
- 12 operating agreement from you. So maybe that's where some
- 13 of my confusion is, and that's why I'm asking these
- 14 questions.
- So kind of just to follow up then, is there an
- 16 operating agreement for just, you know, the original Out
- 17 of the Blue? Is that what you're alluding to, that it's
- 18 pretty much the same in terms of material provisions and
- 19 terms as this Exhibit 1 we have, except for the rates and
- 20 the dollar amount is slightly different?
- 21 A. Correct.
- Q. Okay. And would you be able to give us a copy of
- 23 the --
- 24 A. I can get you a copy, yes.
- Q. Okay, great.

ACC001003 FILE #8302

- 1 MR. ALLSWORTH: Paul, may I interrupt, please?
- 2 MR. HUYNH: Sure.
- 3 MR. ALLSWORTH: Just for your information, the
- 4 reason you don't have it is because it was not
- 5 requested, for the record.
- 6 MR. HUYNH: Okay. We can discuss it
- 7 afterwards --
- 8 MR. ALLSWORTH: Yeah.
- 9 MR. HUYNH: -- to confirm, Art, but I pretty
- 10 much thought that as part of our Exhibit A, we included
- 11 Out of the Blue Processors, LLC, and doing business as
- 12 Out of the Blue Processors II, LLC.
- MR. ALLSWORTH: I'm referring to the original
- 14 subpoena duces tecum.
- 15 MR. HUYNH: That's what I was referring to,
- 16 also.
- 17 MR. ALLSWORTH: It said Out of the Blue II.
- 18 MR. HUYNH: Okay. Let's chat about that
- 19 afterwards then to confirm.
- 20 BY MR. HUYNH:
- 21 Q. So that might explain why I'm a little unaware in
- 22 terms of somewhat the technicalities that you just
- 23 explained.
- So my follow-up then, Mr. Steiner, is, do you
- 25 know, in regards to this list that we have marked as

ACC001004 FILE #8302

- 1 Exhibit 8, is there maybe a portion that you could kind of
- 2 point me to and say, well, these are the individuals that
- 3 are the Out of the Blue II --
- 4 A. I think as a general rule, without, because I
- 5 don't have that information specifically spelled out
- 6 here --
- Q. Sure.
- 8 A. -- that you could assume that Out of the Blue I,
- 9 and then you move down, and then it shifts.
- 10 Q. Okay.
- 11 A. Does that make sense?
- 12 O. It does.
- 13 A. If you can appreciate what's being done in the
- 14 process of making a commitment to people who we know and
- 15 are close to and saying this is our obligation to you,
- 16 and this is so you have some evidence of that
- 17 commitment, that is what is important to me and
- 18 relationships with those people that are members of
- 19 these deals, is that we're going out and doing this. We
- 20 estimated this amount of money to be needed. You're in.
- 21 you're committed, you're locked in, our commitment is
- 22 solid to you. We need a few more dollars, so we'll
- 23 extend the same offering to the same definition of
- 24 people, and we move that -- an additional 5 percent is
- 25 the document that you're looking at, right? It's

- 1 5 percent and 2.5 percent, right?
- 2 Q. Okay. So --
- 3 A. Are you agreeing with me on that?
- 4 O. Let me -- I'm just flipping through it. Maybe I
- 5 missed it here. Just a second.
- 6 Okay. I believe it's under, on this Exhibit 1, I
- 7 believe it's on ACC 10, looks like under subsection 6.2,
- 8 Division of Profits and Losses. Is that, I believe, what
- 9 you're referring to? There is an amount here of \$750,000
- 10 for operating capital for Lunsford Consulting, Ltd, in
- 11 exchange for 5 percent of Lunsford Consulting, Ltd's gross
- 12 revenue until investment is returned. Then 2.5 percent of
- 13 gross revenues in perpetuity; is that --
- 14 A. Uh-huh.
- 15 O. Okay. So just to clarify, from my understanding
- 16 then, so the Out of the Blue Processors, LLC, the terms
- 17 were, say, \$1.5 million, but it was 10 percent?
- 18 A. (Nods head.) And 5.
- 19 Q. And then after investment is returned, then it's
- 20 5 percent of gross revenues in perpetuity?
- 21 A. Uh-huh, that's correct.
- 22 O. And it's the same general premise then that is
- 23 described or that you've described before, which is based
- 24 upon the actual development of the projects that are
- 25 funded by the Chinese; that's what the 10 percent is?

- 1 Maybe just clarify in detail for me so I'm not confused on
- 2 that.
- 3 A. Ask your question again.
- 4 Q. Sure. What is the percentage that is discussed
- 5 here? Say the 5 percent or the 10 percent that we've
- 6 briefly discussed regarding 5 percent of Lunsford
- 7 Consulting's gross revenues, how is that generated and
- 8 what is that generated from?
- 9 A. In the first phase, the first set of people who
- 10 participated with us, that's identified as Out of the
- 11 Blue. We anticipated raising \$1.5 million for operating
- 12 costs.
- 13 Q. Okay.
- 14 A. In exchange for that, we were going to give them
- 15 10 percent of the gross revenues that were generated
- 16 from the transactions with the Chinese.
- 17 Then, because \$1.5 million through the process
- 18 from 2008 to current, some of the endeavors took longer
- 19 than we anticipated, and so we continued our offering
- 20 categorically under a second set of 750 in exchange for
- 21 5 percent to match the same return values given the
- 22 first batch of people, all encompassed under the Out of
- 23 the Blue. Does that make sense?
- 24 O. I understand.
- 25 A. Okay.

- 1 Q. Just for the record, can you explain in detail,
- 2 how does either Out of the Blue or Lunsford Consulting get
- 3 their 10 percent from the Chinese transaction?
- 4 A. Okay.
- 5 MR. ALLSWORTH: Pardon me, but it's not
- 6 10 percent. Lunsford Consulting does not get 10 percent
- 7 of anything.
- 8 THE WITNESS: Perhaps I'll refer to this
- 9 document to help him understand.
- 10 MR. ALLSWORTH: Yes.
- 11 THE WITNESS: Do you have this?
- 12 BY MR. HUYNH:
- 13 Q. Yes, I think we marked it -- we didn't mark that
- 14 one. Okay. Why don't we go ahead and just refer to it.
- 15 A. Can I set that aside for a moment?
- 16 O. Sure. You're looking at ACC 000573 and 574?
- 17 A. Correct.
- 18 Q. And we can mark that in a second, if need be.
- 19 A. Okay. So to help you understand, in speaking
- 20 with these close relations that we have and said do you
- 21 want to participate in this, they had to have an
- 22 understanding of what types of things we were engaging
- 23 in. So it was clear to them from the beginning, as it
- 24 is today, that we have strategic relationships in China
- 25 that allow us to participate in these projects. They're

- 1 infrastructural projects between governments or private
- 2 party associations with governments, and so
- 3 infrastructurally, you understand that they're big
- 4 projects. If they want to build a road, they need a
- 5 power plant; they need a water solution situation. If
- 6 they're mining ore or oil or different sort of resources
- 7 that are contained within one of these countries, the
- 8 government's participation in that -- they're not small
- 9 projects. They're big projects.
- 10 So in the case of this first one here which
- 11 we're talking about and which has direct application to
- our interest here, it's a 1200-megawatt power plant in
- 13 Nigeria. We have relationships with people in Nigeria.
- 14 We talk to them about the participation of generating
- 15 power for their people who are grossly underserved, and
- 16 said we could do this. We presented it to our Chinese
- 17 partners. "Partners" is the wrong term. Associates.
- 18 And said would this be a project that you would be
- 19 interested in, and they said yes.
- 20 So they brought their team. The Nigerian team
- 21 came together, and through -- I can give you a whole
- 22 litany of the process which you may be interested in,
- 23 and I'll tell you if you are. But at the end of the
- 24 day, at the end of this discussion through the signing
- of an MOU between the two parties, parties from Nigeria,

- 1 parties from China, said we agree to come to terms to
- 2 build a 1200-megawatt power plant, roughly 33 percent
- 3 more than the existing power that exists in Nigeria from
- 4 a power station environment. They have a total of about
- 5 3,000.
- 6 Q. And MOU standing for memorandum of understanding?
- 7 A. Memorandum of understanding. Creating an
- 8 exclusive environment to work through the details of
- 9 building a 1200-megawatt power plant. No small task.
- 10 Q. Okay.
- 11 A. And so they came to terms and agreed, and
- 12 through the process, it became apparent through
- 13 financial measures and all the buildings that the
- 14 project would be very near \$1.5 billion in its gross
- 15 environment, the cost to build that power plant and the
- 16 related ancillary components that go with that.
- There's the power plant itself. You put some
- 18 coal in; you heat it up, and it creates power. You have
- 19 to transport that. You have to have trucks coming in
- 20 with the coal. You have to have limestone. You have to
- 21 have water treatment facilities. So there's a lot of
- 22 things that go around that that bring this to an
- 23 ultimate project, a functioning project. And the cost
- 24 presented was \$1.5 billion to construct that deal.
- Q. And we understand that. My question is, just to ARIZONA REPORTING SERVICE, INC. (602) 274-9944 www.az-reporting.com Phoenix, AZ

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- 1 get a defined understanding in regards to how the payout
- 2 structure works so that, you know --
- 3 A. So we anticipate receiving 1 percent of the
- 4 project cost.
- 5 Q. Can you confirm, who is "we"?
- 6 A. Lunsford Consulting.
- 7 Q. Lunsford Consulting, LLC?
- 8 A. LLC. There is only Lunsford Consulting, LLC.
- 9 Q. Okay. And based upon a 1 percent payout, based
- 10 on total project costs --
- 11 A. Correct.
- 12 O. -- how does that now relate back to the
- 13 10 percent and the 5 percent we were earlier discussing?
- 14 A. 10 percent of \$1.5 billion is \$1.5 million -- I
- 15 mean \$15 million. Time out. Scratch. Start again.
- 16 A billion and a half dollar project at 1 percent
- 17 is \$15 million. That's what's generated to Lunsford
- 18 Consulting for their services in putting the teams
- 19 together, being the liaison through the process, working
- 20 through as a consulting environment and liaison service
- 21 through the duration of that project. Lunsford
- 22 Consulting would receive \$15 million in that scenario.
- Now, Lunsford Consulting's obligation to the
- 24 members of Out of the Blue Processors is 10 percent of
- 25 that \$15 million to the first batch and 5 percent or up

- 1 to -- you understand a prorated environment? To the
- 2 second batch of Out of the Blue. So in that case, you
- 3 would say, okay, what's 10 percent of that \$1.5 million?
- 4 What's the 5 percent of \$750,000? That, assuming that,
- 5 you know, Out of the Blue has still got some space in
- 6 it, the second portion, then now those people receive
- 7 their percentage, 10 percent of the 15 million,
- 8 5 percent of the 15 million, of their prorated
- 9 membership.
- 10 Q. And just to confirm for the record, who are the
- 11 members of Lunsford Consulting, LLC?
- 12 A. Me and Mr. Lunsford.
- 13 Q. Are any of the investors limited members or
- 14 members at all in Lunsford Consulting?
- 15 A. No.
- 16 Q. Do they have any control in the operations or
- 17 day-to-day of Lunsford Consulting?
- 18 A. No.
- 19 Q. In regards to now Out of the Blue Processors,
- 20 LLC, if I recall correctly, the only LLC members on the
- 21 last corporate documents were yourself and your wife; is
- 22 that correct?
- 23 A. On which?
- Q. Out of the Blue Processors, LLC. This says -- I
- 25 don't have that in this set here. But is that my

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- 1 recollection from the Corporation Commission website, only
- 2 yourself and your wife are the listed members of Out of
- 3 the Blue Processors, LLC?
- A. I -- I haven't reviewed anything from there.
- 5 I'm the managing person of that.
- 6 Q. Okay.
- 7 A. And then we offered the opportunity to these
- 8 people to participate, and these documents, you know,
- 9 explain that.
- 10 Q. In regards to the "in perpetuity," so then, if I
- 11 understand properly, when these other projects, if they
- 12 came to fruition, then that's when they would get a return
- 13 in excess of their initial monies, right?
- 14 A. Correct.
- 15 O. Okay.
- 16 A. Let me restate that. If we do a second and
- 17 third and fourth and tenth project, the same rules
- 18 apply. Lunsford Consulting receives its amount; and
- 19 then the gross percentage of that, 10 or 5, is as the
- 20 documents say, 5 and 2.5 -- you with me on that?
- 21 O. Yes.
- 22 A. -- will go out as long as we are doing these
- 23 projects.
- Q. Okay. Now, from the perspective of Out of the
- 25 Blue Processors, LLC, who handles the day-to-day

- 1 operations of that entity?
- 2 A. That's me.
- 3 O. Do any of the investors have any communications
- 4 with any of the Chinese contacts --
- 5 A. No.
- 6 Q. -- or any of the projects we've been discussing?
- 7 A. No.
- 8 O. What are the voting rights of Out of the Blue
- 9 Processors, LLC? I mean is there like a majority vote?
- 10 Is it the same as --
- 11 A. What does it say in here? I would have to
- 12 review this.
- 13 Q. So it would be -- your understanding, it's the
- 14 same provisions as the Out of the Blue Processors II, LLC
- 15 operating agreement that we've got in our possession?
- 16 A. Correct.
- 17 Q. Okay. That's fine.
- MR. ALLSWORTH: Paul, let me clarify one thing.
- 19 The unsigned copy that you have of Out of the Blue
- 20 Processors II is not an operating agreement that has
- 21 been signed by people.
- MR. HUYNH: Okay.
- MR. ALLSWORTH: It has the names -- it has names
- 24 on it of persons who did not put money in, and they are
- 25 not members. Just so that clarification occurs. So the

- 1 text is either absolutely identical to, with the
- 2 exception of member names and amounts and dates --
- 3 MR. HUYNH: Yes.
- 4 MR. ALLSWORTH: -- is identical to the text of
- 5 Out of the Blue II, LLC's operating agreement, the one
- 6 that actually exists and has been signed, and it is
- 7 identical to Out of the Blue Processors, without a Roman
- 8 numeral, with the exception that Out of the Blue
- 9 Processors identifies to the 1.5 million and the 10 and
- 10 5 percent, and Out of the Blue II talks about 750,000
- 11 and 5 percent and 2.5 percent.
- MR. HUYNH: Sure.
- MR. ALLSWORTH: Just so we clarify because --
- 14 and you'll understand my concern -- because Margo Marie
- 15 Mallamo, for example, appears on this, and as you know,
- 16 at the very beginning of this, I raised the question as
- 17 to whether anyone by that name actually exists and ever
- 18 talked to you. But the point is, she never became a
- 19 member.
- 20 MR. HUYNH: Okay. Correct. And I'm just trying
- 21 to, since we don't have a copy of the first one --
- MR. ALLSWORTH: And that's fine.
- MR. HUYNH: -- just to confirm and understand in
- 24 terms of --
- MR. ALLSWORTH: In effect, you have a copy of

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- 1 the first one with those two changes.
- MR. HUYNH: Well, we don't have an actual copy
- 3 of the first one.
- 4 MR. ALLSWORTH: Right, you don't.
- 5 MR. HUYNH: So that's why I'm having to hammer
- 6 home the same questions, unfortunately.
- 7 THE WITNESS: I appreciate the questions, and I
- 8 appreciate the clarity here that what I'm answering is
- 9 purely the text definition for what you're asking.
- MR. HUYNH: You bet.
- 11 BY MR. HUYNH:
- 12 Q. So I think let's just briefly take a look at
- 13 Exhibit No. 2, and if you have -- why don't you take a
- 14 second there, Mr. Steiner, and take a guick review of that
- 15 exhibit.
- 16 A. Okay.
- 17 Q. And so just a brief back history. How long have
- 18 you known Mr. William Lunsford?
- 19 A. I believe I was introduced to him in 2007.
- 20 Q. And this Exhibit No. 2, I believe it further
- 21 describes in general what we've been generally talking
- 22 about, the relationships that Mr. Lunsford has with
- 23 certain individuals in the Chinese government, and that I
- 24 believe it states here, "Lunsford, with its Chinese
- 25 relationships, provides a unique opportunity for project

ACC001016 FILE #8302

- 1 developers to realize their project in potentially the
- 2 most favorable economic scenarios possible."
- And "Lunsford is currently working in conjunction
- 4 with its Chinese friends to develop a number of projects
- 5 around the world," and it has got a handful of projects.
- 6 So this is sort of an encapsulation of what
- 7 you've been describing to us in regards to once the
- 8 projects are put together, there's a 1 percent fee that is
- 9 to be paid out to Lunsford Consulting; is that correct?
- 10 A. The fee varies.
- 11 Q. Okay.
- 12 A. But generally speaking, yes.
- 13 Q. So in terms of, let's just focus on the
- 14 1200-megawatt coal-fired power plant that we've been
- 15 discussing. Is there a copy of a contract or some
- 16 document signed between Lunsford Consulting and the
- 17 Chinese parties evidencing what that fee is going to be
- 18 yet?
- 19 A. We have an agreement with them.
- 20 Q. Is it memorialized in any type of written
- 21 document?
- 22 A. There's a document that explains the
- 23 understanding of it. The specifics of the fee is not in
- 24 writing.
- Q. So how currently right now are you basing the

- 1 1 percent then? How --
- 2 A. Because we have had deliberate discussions about
- 3 the specifics of that and what is provided on this
- 4 particular project.
- 5 Q. Is there going to be a document to memorialize
- 6 what Lunsford Consulting's fee will be?
- 7 A. It's very difficult to identify the fee up front
- 8 because it's based on the negotiations of the price and
- 9 the costs associated to do that and then what is
- 10 available out of profits from the Chinese project to do
- 11 that. So once that's identified, then we'll total what
- 12 our fee is, and that's what the fee is. We've known for
- 13 years that the fees will range between 1 and 3 percent.
- 14 Q. Okay. So your testimony is, so it's a minimum of
- 15 1 percent but could go up to 3 percent?
- 16 A. Correct.
- 17 Q. Do you have a time frame of when that will be
- 18 finalized so --
- 19 A. What do you mean?
- 20 O. The fee arrangement.
- 21 A. Are you asking -- tell me again what you're
- 22 looking for.
- 23 Q. Sure. Do you have a time frame of when the fee
- 24 arrangement between Lunsford Consulting and, is it proper
- 25 to say the Chinese, on what that fee will be, whether it's

- 1 1 percent through 3 percent?
- 2 A. We know emphatically on this project it's
- 3 1 percent.
- 4 Q. So you have a document that memorializes that?
- 5 A. No.
- 6 Q. So how do you know emphatically that it's
- 7 1 percent then?
- 8 A. Because we sat down with our Chinese associates
- 9 and discussed the details what this was, what the profit
- 10 margins were and what could be afforded, and we agreed
- 11 to 1 percent.
- 12 Q. But it's not in writing anywhere?
- 13 A. No.
- 14 Q. So how can you quarantee that they'll even pay?
- 15 A. If it's in writing, you can't guarantee they'll
- 16 pay either.
- 17 Q. True. But right now you don't --
- 18 A. We have more than 20 years of working
- 19 relationships with people in China where the trust
- 20 factor is the equivalent of a family member, close
- 21 associates and friends, and we've engaged in this based
- 22 on that, as it explains in this document, that that is
- 23 the critical component of what our opportunities are.
- 24 O. Has there been some other prior project that you
- 25 facilitated and have been paid out before?

- 1 A. Lunsford has. Lunsford, this whole -- no.
- 2 You're asking me, Mark Steiner. The answer is no.
- 3 Do I have reason to believe emphatically that
- 4 we'll be compensated for that? Yes. So much so that I
- 5 would take people who are close to me, who I care about
- 6 individually and personally for, and have them
- 7 participate with me on that basis.
- 8 Q. Now, you mentioned, if I recall correctly, there
- 9 is a document memorializing the relationship between
- 10 Lunsford Consulting and your Chinese contacts; is that
- 11 correct?
- 12 A. We do.
- 13 Q. What is that document generally memorializing, or
- 14 can you give me just a brief overview what's actually
- 15 contained in it?
- 16 A. Sure, it identifies the project, the scope of
- 17 the project, and that we are the agent of record for
- 18 that project.
- 19 Q. Would you be able to provide us a copy of it if
- 20 we need it?
- 21 A. I could show you a copy. I would have to review
- 22 the document before I could emphatically say I will give
- 23 it to you.
- 24 Q. Okay.
- A. But I have the document. It identifies who we ARIZONA REPORTING SERVICE, INC. (602) 274-9944 www.az-reporting.com Phoenix, AZ

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- 1 are.
- Q. We can make a request through your attorney and
- 3 get a response at that point.
- 4 A. Yeah.
- 5 MR. ALLSWORTH: There are confidential --
- THE WITNESS: Yeah.
- 7 MR. ALLSWORTH: -- clauses in several of the
- 8 documents that relate to projects, and those clauses
- 9 include a governmental agency of another country; and
- 10 obviously, Mark does not wish to breach any
- 11 confidentiality clauses. Apart from that, the --
- 12 THE WITNESS: This document here could suffice
- in some regard to explain the relationship and the
- 14 length of time that we've had a relationship with them
- 15 and their inviting us to participate in ventures with
- 16 them. It's a document dated --
- 17 BY MR. HUYNH:
- 18 Q. It's Bates labeled ACC 029, we'll just say.
- 19 A. Dated July 30, 2000, referencing a ten-year
- 20 existing relationship, and continuing to do business
- 21 beyond that.
- Q. Let me clarify though. This is to Mr. William B.
- 23 Lunsford, correct?
- 24 A. Uh-huh.
- Q. And Mr. Lunsford is the individual who has the ARIZONA REPORTING SERVICE, INC. (602) 274-9944 www.az-reporting.com Phoenix, AZ

ACC001021 FILE #8302

- 1 relationships with the Chinese or had the 20-plus year
- 2 relationship with these Chinese individuals, correct?
- 3 A. That's correct.
- 4 Q. And if we need to, I can always grab the
- 5 information; but it's my recollection that Lunsford
- 6 Consulting, LLC, was organized in, I believe, July of
- 7 2010. Does that sound correct?
- 8 A. More recent than this letter.
- 9 Q. Okay. So I guess maybe that's where a little bit
- 10 of my confusion is. You state your relationship with
- 11 Mr. Lunsford and this consulting began either early -- and
- 12 the money started to be raised somewhere in 2008, correct?
- 13 A. Correct.
- 14 Q. But you didn't become a member of Lunsford
- 15 Consulting until 2010. And I guess the question is, how
- 16 were you able to guarantee that these payments to even the
- 17 Out of the Blue individuals at 10 percent of Lunsford
- 18 Consulting's 1 percent would even materialize, because at
- 19 the time you weren't part of Lunsford Consulting?
- 20 A. Right.
- MR. ALLSWORTH: That's not true.
- THE WITNESS: You're asking questions that are
- 23 timeline sensitive with respect to organization in an
- 24 environment as if we had a crystal ball at the beginning
- 25 and knew exactly what would happen at the end, and

- 1 that's not the case.
- 2 The business plan is a very simple business
- 3 plan. Two people have a relationship, meaning
- 4 Mr. Lunsford and the Chinese. They've done business
- 5 since the late 1980s to early 1990s. They participated,
- 6 became friends for over a decade. Lunsford continued to
- 7 go there, and all of this, of which I am not a
- 8 participant of but the benefactor of at that time about
- 9 a 15 to 20-year relationship between two people, two
- 10 people's families, two people's business relationships
- and the peripheral of people that they're associated
- 12 with that existed. Lunsford has been to China countless
- 13 times.
- 14 And so in the environment that he worked and the
- 15 relationship that was developed, and then at the time
- 16 when the opportunity was presented to him to participate
- in this capacity, he wanted to do that. He asked me if
- 18 I wanted to do that with him. We said okay. I said
- 19 okay.
- But at that stage of time, there were a lot of
- 21 unknowns. The specifics -- did I have a 1200-megawatt
- 22 project sitting in my back pocket waiting for the
- 23 Chinese to call and say could we do that? Of course, I
- 24 didn't. So there were some unknowns as to how this
- 25 would develop. There were some relationships that we

- 1 knew existed. We knew there were projects that could be
- 2 gathered, but it was too early to define the details of
- 3 how the participation would be.
- Would I be a 10 percent owner? Would I be a
- 5 90 percent owner? Too early to know. Would I
- 6 participate in helping to identify resources to cause
- 7 this to take place? Too early to know.
- And so it was inappropriate to form an
- 9 organization that had too many unknowns in it. So
- 10 because it was the two of us and we trusted each other
- and the relationship that we had that we said we will go
- 12 down on this together, this road with a handshake and
- 13 anticipation. And we did.
- 14 And part of that happened before this ever came
- 15 into play. So when we believed that projects were
- 16 coming close to fruition, we believed that that would be
- 17 an appropriate time to formalize and establish Lunsford
- 18 Consulting, LLC, in the capacity that it was.
- 19 BY MR. HUYNH:
- Q. Okay. So let's maybe take a brief step back
- 21 then, and I'm referring back to Exhibit 4, the Prehearing
- 22 Conference Memorandum, and going back to where it
- 23 discussed by early 2008 it was obvious that the Lunsford
- 24 business required more capital than Lunsford and Steiner
- 25 individually could supply. Steiner agreed to seek

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- 1 investor capital in the U.S. from friends, neighbors,
- 2 former business associates, to finance the ongoing
- 3 expenses which Lunsford Consulting was incurring.
- Now, which -- just to make sure here. When it's
- 5 discussing Lunsford Consulting, is that a different
- 6 entity, not Lunsford Consulting, LLC, but a different
- 7 entity at the time?
- 8 A. Lunsford the individual.
- 9 Q. Okay.
- 10 MR. ALLSWORTH: No, wait a second. I believe
- 11 it's stated in here. I haven't looked.
- 12 THE WITNESS: It says Lunsford individual --
- MR. ALLSWORTH: I believe it states partnership.
- 14 THE WITNESS: -- at the beginning. May I look
- 15 through here?
- MR. HUYNH: Yes, sure.
- MR. ALLSWORTH: Yeah, on page 4, bottom of the
- 18 page, beginning on line 20.
- 19 THE WITNESS: Mark Steiner, individually, and
- 20 William B. Lunsford Consulting.
- MR. HUYNH: Okay.
- THE WITNESS: Not a registered company, nothing.
- 23 It's him and I.
- 24 BY MR. HUYNH:
- Q. Okay. So let me just get an understanding. So

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- 1 the money raised by Out of the Blue Processors, LLC, what
- 2 was to happen with that money? Just, you know, explain it
- 3 to me.
- 4 A. Operating expenses.
- 5 Q. To be paid to which entity or individuals?
- 6 A. Operating expenses?
- 7 O. Yes, for which individuals or entities?
- 8 A. Okay. I'm trying to answer the question, and
- 9 I'm trying to give you a realistic, accurate picture of
- 10 the process, and I kind of get a sense you're trying to
- 11 make it fit in a box, and it doesn't fit in a box. And
- 12 it doesn't have to fit in a box. There's nothing
- 13 illegal about not fitting in a box.
- 14 So two people decided to go down the road
- 15 together on a project. That was Mark Steiner and
- 16 Lunsford, and we agreed to do that. Out of the Blue
- 17 Processors, the purpose of it was to raise operating
- 18 capital so that Lunsford and I could make the trips,
- 19 sustain the operation, and complete a transaction.
- The first dollars raised in Out of the Blue
- 21 happened before Lunsford Consulting is formally
- 22 organized. So if you're saying, you're trying to stuff
- 23 it in Lunsford Consulting, an entity that doesn't exist,
- 24 you can't really say that. But Lunsford Consulting
- 25 meaning Mark Steiner and Lunsford who are going together

- 1 with the Chinese on a relationship and meet with the
- 2 people in Africa on a relationship and put together a
- 3 transaction with a 1200-megawatt power plant between a
- 4 national company in China and a government-supported
- 5 effort individual company in Nigeria, all of that came
- 6 together before Lunsford Consulting was formally
- 7 organized.
- 8 Q. Let me ask -- or let me ask you a couple
- 9 questions. Maybe it will help clarify where my questions
- 10 are going.
- Is there any type of an agreement between Out of
- 12 the Blue Processors, LLC, and any Lunsford Consulting or
- 13 Lunsford Consulting entities that memorializes, that
- 14 requires Lunsford Consulting to pay a particular amount to
- 15 Out of the Blue Processors, LLC?
- 16 (The witness consulted with his counsel off the
- 17 record.)
- MR. ALLSWORTH: Well, the answer is yes. I mean
- 19 there is such a document. It is not in its final form
- 20 at this time, Paul, because it was originally developed
- 21 in connection with the Out of the Blue formation.
- MR. HUYNH: I appreciate that. Can I just get
- 23 Mr. Steiner, because if we had to, I obviously can't use
- 24 your testimony directly.
- MR. ALLSWORTH: All right.

ACC001027 FILE #8302

- 1 BY MR. HUYNH:
- Q. But if you could explain that to me, Mr. Steiner?
- 3 A. Give me a second on this, if you will.
- 4 Q. Sure.
- 5 A. Can we suspend for a moment?
- 6 Q. Do you want to consult with your attorney?
- 7 A. Yes.
- 8 MR. ALLSWORTH: Yes.
- 9 MR. HUYNH: Why don't we go off the record for a
- 10 few minutes, Gary.
- 11 THE WITNESS: Thank you.
- 12 (The witness consulted with his counsel from
- 13 10:39 to 10:40 a.m.)
- MR. HUYNH: Back on the record.
- 15 BY MR. HUYNH:
- 16 Q. You've had a chance to briefly discuss with your
- 17 counsel regarding my last question. Did you have an
- 18 opportunity, or do you need it read back to you,
- 19 Mr. Steiner?
- 20 A. Ask me the question, sure.
- 21 (The record was read by the Certified Reporter
- 22 as requested.)
- 23 THE WITNESS: There is a document, yes.
- 24 BY MR. HUYNH:
- 25 Q. And what is that document, Mr. Steiner?

ACC001028 FILE #8302

- 1 A. It is the document that's been referred to in
- 2 this -- what does it say? Let me find where it
- 3 references it. I'm trying to remember the official name
- 4 of the document.
- 5 MR. ALLSWORTH: I think it said Private
- 6 Placement Agreement, but I'm not sure.
- 7 THE WITNESS: Something of that effect.
- 8 MR. ALLSWORTH: I don't think it's referred to
- 9 in there because I didn't have it at that time, Mark.
- 10 THE WITNESS: That's true. Oh, it's referred to
- 11 in the Out of the Blue --
- MR. ALLSWORTH: It's referred to as a Private
- 13 Placement Agreement in the --
- 14 THE WITNESS: Operating Agreement.
- MR. ALLSWORTH: -- Operating Agreement, and I
- 16 think it had section, Article 6.
- MR. HUYNH: Okay.
- 18 THE WITNESS: Look at the 6 point -- was it 6.2?
- 19 Do you see where it makes reference to that agreement?
- 20 BY MR. HUYNH:
- 21 Q. Private Placement Agreement between Lunsford
- 22 Consulting, LTD, and the company, according to this 6.2?
- 23 A. Right. Yeah, and I'll have to look at the
- 24 formal -- but that's the specifics in that, but that's
- 25 the referring document.

ACC001029 FILE #8302

- 1 MR. HUYNH: Okay.
- MR. ALLSWORTH: And it's in its final form.
- 3 It's still a work-in-process in my computer.
- 4 BY MR. HUYNH:
- 5 O. I quess that's my next question. When was this
- 6 document executed or signed?
- 7 A. Prior to this document.
- 8 Q. Prior to May 1, 2011, you're saying?
- 9 A. Correct.
- 10 Q. And by whom is it signed by, do you recall?
- 11 A. I'll have to look for sure, but I believe it's
- 12 between me and Mr. Lunsford.
- 13 Q. And would you be able to provide us a copy of it
- 14 if we request it?
- 15 A. We can.
- 16 O. And when you signed it, Mr. Steiner, with
- 17 Mr. Lunsford, what entity were you signing it for or on
- 18 behalf of? You individually, Out of the Blue II, Out of
- 19 the Blue Processors, LLC?
- 20 A. I'll have to look at the document.
- Q. Okay. Do each of the investors or members of Out
- 22 of the Blue Processors, LLC, have a copy of that
- 23 agreement?
- 24 A. No.
- 25 Q. So do you recall the year that that Private

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- 1 Placement Agreement was executed between you and
- 2 Mr. Lunsford?
- 3 A. I believe it was -- technically I need to say
- 4 I'll have to check the document to be certain, but I
- 5 believe it was in 2008.
- 6 Q. Okay.
- 7 A. In the early part of it.
- 8 Q. And what is the terms under that Private
- 9 Placement Agreement, if you recall, that was executed
- 10 between the parties? Do you remember what the percentage
- 11 was?
- 12 A. As stated in this -- we referenced the
- 13 10 percent that reduces to 5 percent, and the 5 percent
- 14 that reduces to 2.5 percent, the \$1.5 million and
- 15 \$750,000 in Out of the Blue II and Out of the Blue
- 16 nonRoman numeral.
- 17 Q. Okay.
- 18 A. It reflects those numbers.
- 19 Q. Is there only one executed copy of that document,
- 20 or more?
- 21 A. Just the one.
- 22 Q. But you stated it was executed in 2008. How
- 23 could it reference both the 10 percent and the 5 percent
- 24 when the 5 percent didn't occur till later in 2010?
- 25 A. When you see the document, you'll understand.

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- 1 We made a provision believing that the one and a half
- 2 would be sufficient, but we also made a provision that
- 3 if we needed to go beyond that, we could do so. It's
- 4 the blueprint that we used in this operating agreement
- 5 which has two parts to it.
- 6 Q. Okay.
- 7 A. Does that make sense?
- 8 Q. Sure.
- 9 A. We had that document. We had to raise some
- 10 money. We put this document together, not this one, but
- 11 the first one that has the same language in it for the
- 12 10 percent. Then we needed more, and we had a provision
- 13 if we needed to go beyond, and this is the provision to
- 14 go beyond.
- 15 Q. Okay.
- 16 A. That document plus the Out of the Blue
- 17 Processors document plus this Out of the Blue Processors
- 18 II document all references and says the intent.
- 19 Q. Okay. Now, the Out of the Blue Processors II,
- 20 LLC, operating agreement talks about \$750,000. How much
- 21 of that \$750,000 was raised? It sounds like you didn't
- 22 reach the 750; is that correct?
- 23 A. The difference between the 1.5 and the 1.7,
- 24 wherever that is, \$223,000, give or take.
- Q. Okay. All right. Okay. And just to be clear

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- 1 for the record, have there been any revenues generated
- 2 under these transactions that we've been discussing today
- 3 with the Chinese that have been paid to Lunsford
- 4 Consulting?
- 5 A. No.
- 6 Q. And just to make sure, so there hasn't been any
- 7 current returns yet to any of the investors?
- 8 A. That's correct.
- 9 Q. Now, if you would just -- where is that --
- 10 Exhibit 8 here, take a quick look at that again for me. I
- 11 just have a couple brief questions on that just to
- 12 confirm.
- 13 Mr. Steiner, can you confirm for me, who created
- 14 this list or document, if you know?
- 15 A. I did.
- Q. And is it a true and accurate copy, the best you
- 17 recall?
- 18 A. I believe so.
- 19 Q. All right. Now, give me some background in
- 20 regards to, let's just start off with the first individual
- 21 on the list, Derek and Sandy Howard, and it looks like
- 22 their amount is \$100,000; is that correct?
- 23 A. Correct.
- Q. So walk me through just to confirm. What
- 25 documents were provided, if you recall, to Derek and Sandy

ACC001033 FILE #8302

- 1 Howard in regards to this opportunity with the Chinese and
- 2 these transactions?
- 3 A. The Out of the Blue operating agreement.
- 4 O. Anything else provided to them?
- 5 A. No.
- 6 Q. Okay.
- 7 A. Well, for the sake of the transaction, no.
- 8 O. Okay. I quess, in general, the rest of the
- 9 individuals on the group, instead of having to ask it over
- 10 and over again, could you just give me if it's different?
- 11 Is there anyone that was provided anything other than the
- 12 respective operating agreement?
- 13 A. Everybody received -- as part of this, they put
- 14 the money in; they got a copy of an operating agreement.
- 15 Q. Okay. All right. Anything else that was
- 16 provided to them prior to the transaction?
- 17 A. With reference to them being a participant?
- 18 Q. In the project, yeah.
- 19 A. Did I ever show them a piece of paper or a
- 20 document in talking with them about the project? Is
- 21 that what you're asking?
- 22 Q. Yeah, in describing the investment opportunity,
- 23 if you recall.
- 24 A. I don't recall specifics. You have this.
- Q. And you're talking about Exhibit 2, Lunsford

- 1 Consulting Executive Summary, China.
- 2 A. This was obviously not created at the inception
- 3 of this deal because these projects didn't exist. But
- 4 you have documentation that I might have showed
- 5 somebody. Like that, as an example, to reference our
- 6 relationship.
- 7 Q. And you're referencing Exhibit 3, ACC 00029,
- 8 okay.
- 9 A. Different people have different questions and
- 10 different levels of scrutiny or due diligence or
- 11 whatever it may be. They're all relationships of mine.
- 12 As you can see over here, we've known them for extended
- 13 periods of time in most cases, and there's a trust
- 14 factor in knowing these people. And so in presenting
- 15 the opportunity to them, they heard it. They liked it,
- 16 or not. The people that did are listed.
- 17 O. Sure.
- 18 A. They got a copy of an operating agreement to
- 19 substantiate their defined interest.
- 20 Q. Sure. It's just a general question I ask because
- 21 sometimes there are individuals who have prospectuses or
- 22 some other documents, and I'm just giving you the
- 23 opportunity to let me know if there are.
- 24 A. You may have gathered at this time through this
- 25 process that we are working on a project on a small

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- 1 business environment that's growing with us that we
- 2 believe we have confidence in the outcome of what it is.
- 3 As things developed and the process has moved
- 4 forward, it became apparent that there would need to be
- 5 information put in place, and so we did as needed.
- 6 Q. Okay. Now, if you would, refer back to that
- 7 Exhibit 8 again for me real briefly, and there's a column
- 8 that you have listed as Relationship. Do you see that on
- 9 the far right?
- 10 A. Correct, yes.
- 11 Q. All right. I would like to, if you would, just
- 12 give me some background or a couple brief highlights.
- 13 There's, I believe it's Southridge Investments, LLC?
- 14 A. Uh-huh.
- 15 Q. Who is the individual that you had discussed the
- 16 investment with? Is there a particular individual name?
- 17 A. Southridge Investments and Overall Plumbing are
- 18 one and the same, generally speaking. And Sean Overall
- 19 is the name of the individual.
- 20 Q. And under the Relationship column, it says
- 21 "Referred by other participant." Do you see that?
- 22 A. Uh-huh.
- 23 Q. Who was the other participant that referred
- 24 Mr. Overall to you?
- 25 A. The second one down, SNL & Associates, I

- 1 believe, is the referring party.
- Q. Is there a particular name that you can provide
- 3 us that was the direct individual?
- 4 A. That I spoke with?
- 5 Q. Yeah, or, you know, who that individual is? I'm
- 6 assuming it's not just the entity. There is a particular
- 7 individual there?
- 8 A. Sean McLaughlin.
- 9 Q. And prior to Mr. Overall being referred to you,
- 10 did you have any type of a working or personal
- 11 relationship with him?
- 12 A. Not -- no.
- 13 Q. And the first time -- so when you first met him,
- 14 that's when you guys discussed the investment opportunity?
- 15 A. Correct.
- 16 Q. And Mr. Overall invested \$80,000 and \$45,000.
- 17 Were those in two separate time frames?
- 18 A. I believe so.
- 19 Q. Underneath that is another individual, I believe
- 20 that's Robert Kocks, K-O-C-K-S?
- 21 A. Uh-huh.
- Q. Also has the comment, "Referred by other
- 23 participant"?
- 24 A. Uh-huh.
- Q. Who was the participant that referred that

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- 1 individual?
- 2 A. Cachaca, Cachaca Holdings.
- 3 Q. Prior to being referred by Cachaca Holdings, did
- 4 you have any personal or business relationship with
- 5 Mr. Kocks?
- 6 A. No.
- 7 O. Now, there's a comment, a couple comments
- 8 underneath. Never mind. I figured that out.
- 9 If we could go to Cachaca Holdings, LLC, looks
- 10 like they invested roughly \$308,000; is that correct? Who
- 11 was the individual that -- who is the individual of
- 12 Cachaca Holdings that is your friend or that --
- 13 A. Rolf Heartburg.
- 14 Q. Just to be clear, Mr. Heartburg referred Cachaca
- 15 Holdings to you? Or that is Mr. Heartburg's entity?
- 16 A. That's correct.
- 17 Q. That's Mr. Heartburg's entity?
- 18 A. Correct.
- 19 Q. When it says referred by friend of ten years, did
- 20 another individual refer Mr. Heartburg to you? Is that
- 21 what that's saying?
- 22 A. Yes, uh-huh.
- 23 Q. Prior to Mr. Heartburg's \$308,000 investment, did
- 24 you have any business or personal relationship with him?
- 25 A. No.

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- O. What about Patricia Riddle, R-I-D-D-L-E, next
- 2 person on this list, of \$75,000? Same question, it states
- 3 "Referred by other participant."
- 4 A. Right.
- 5 Q. Who is the participant that referred Mrs. Riddle?
- 6 A. Rolf.
- 7 Q. Okay. Did you have any business or personal
- 8 relationship with Mrs. Riddle prior to her investment?
- 9 A. No.
- 10 Q. What about Sylvia Anderson, who was the
- 11 individual that referred her --
- 12 A. The same. Patricia and Sylvia are good friends.
- 13 Q. When you say same, Rolf?
- 14 A. They were both introduced to me by Rolf, and
- 15 Sylvia and Patricia are friends.
- 16 Q. And prior to Mrs. Anderson's investment, did you
- 17 have any personal or business relationship with her?
- 18 A. No.
- 19 Q. The next individual is Will Law, L-A-W.
- 20 A. Right.
- Q. Who was he referred by?
- 22 A. Same, Rolf.
- 23 Q. Same question. Prior to his investment, did you
- 24 have any personal or business relationships with him?
- 25 A. No.

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- 1 Q. Florin Capital Solutions, let's skip that.
- Sue Painter. Got a comment, "Referred by other
- 3 participant." Same?
- 4 A. Same.
- 5 O. Mr. Heartburg, Rolf?
- 6 A. Yes.
- 7 Q. R-O-L-F, is that his first name?
- 8 A. R-O-L-F.
- 9 Q. And prior to Ms. Painter's investment of
- 10 \$110,000, did you have any personal or business
- 11 relationship with her?
- 12 A. No.
- 13 Q. There's a Zackarilly, Z-A-C-K-A-R-I-L-L-Y. It's
- 14 got a similar comment. Can you confirm for me who was the
- 15 individual that referred --
- 16 A. Rolf.
- 17 Q. And prior to their \$75,000 investment, did you
- 18 have any personal or business relationship with them?
- 19 A. No.
- 20 Q. Now, there's an R. Kocks, K-O-C-K-S, of \$10,000.
- 21 Is that the same Robert Kocks that we had discussed
- 22 earlier under Vantage FBO?
- 23 A. No.
- 24 O. Who is --
- 25 A. His brother.

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- 1 Q. And who was the individual that referred him to
- 2 you?
- 3 A. His brother.
- Q. Okay. Robert, okay. And prior to his
- 5 investment, did you have any personal or business
- 6 relationship with him?
- 7 A. No.
- 8 Q. There's a last name by -- I'll just spell it.
- 9 I'm not even going to try to pronounce it --
- 10 G-M-E-L-I-C-H.
- 11 A. Right.
- 12 Q. Is that a last name or is that --
- 13 A. It's a last name. The investment is in a family
- 14 trust.
- 15 Q. There's a comment there. Same question, who
- 16 referred this individual to you?
- 17 A. Rolf.
- 18 Q. And prior to their investment, did you have any
- 19 personal or business relationship with them?
- 20 A. No.
- Q. Now, we've kind of been mentioning this
- 22 individual by the name of Rolf Heartburg, and just to make
- 23 sure I've got the name spelled correctly here. It's --
- 24 MR. ALLSWORTH: Could we take a break for just a
- 25 moment, please, Paul, and get some fresh water in here?

- 1 MR. HUYNH: Sure, why don't we take -- is
- 2 10 minutes good? 10 minutes.
- 3 (Recessed from 11:00 to 11:14 a.m.)
- 4 MR. HUYNH: We're back on the record.
- 5 BY MR. HUYNH:
- 6 Q. I think where we left off, I had asked you a
- 7 couple questions regarding certain individuals, and there
- 8 was an individual by the name of Rolf Heartburg. Let me
- 9 make sure I spell the last name correctly,
- 10 H-E-A-R-T-B-E-R-G?
- MR. ALLSWORTH: No, B-U-R-G.
- MR. HUYNH: B-U-R-G, all right. Good thing I
- 13 double-checked. All right.
- 14 BY MR. HUYNH:
- 15 Q. Mr. Steiner, do you know an individual by the
- 16 name of Rolf Heartburg?
- 17 A. I do.
- 18 Q. How long have you known him?
- 19 A. I guess somewhere in the, closer to a year and a
- 20 half, two years, two years, something like that.
- 21 Q. How did you guys originally become acquaintances
- 22 or come to meet?
- 23 A. Introduced to him by a friend of mine.
- Q. Did Mr. Heartburg at some point in time become an
- 25 investor in either Out of the Blue Processors or

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- 1 unofficially the Out of the Blue Processors II, LLC?
- 2 A. Yes.
- 3 Q. Which entity? Out of the Blue I or II?
- 4 A. The I.
- 5 Q. And how much has Mr. Heartburg invested, or what
- 6 is the amount of his investment, I quess?
- 7 A. I would have to go back on the specifics, but
- 8 within the Cachaca or Cachaca Holdings, he's got
- 9 \$308,000 there.
- 10 Q. Do you recall, is that all at one time that he
- 11 invested?
- 12 A. No.
- 13 Q. It's over a period of time?
- 14 A. Over a period of time, yes.
- 15 Q. So is Mr. Heartburg officially then a member of,
- 16 an LLC member of Out of the Blue Processors, LLC?
- 17 A. No. Individually speaking?
- 18 Q. Yes.
- 19 A. No.
- 20 Q. Is he through his Cachaca Holdings --
- 21 A. Correct.
- Q. -- a member of Out of the Blue Processors, LLC?
- 23 A. Yes.
- Q. Is he an officer or an employee of Out of the
- 25 Blue Processors, LLC?

- 1 A. No.
- Q. Is he an officer or an employee of Lunsford
- 3 Consulting, LLC?
- 4 A. No.
- 5 Q. Or any Lunsford Consulting entities?
- 6 A. No.
- 7 Q. Now, in regards to Exhibit 8, there were a
- 8 handful of individuals. I'm just roughly estimating here,
- 9 somewhere like six or seven individuals that were referred
- 10 to you by Rolf Heartburg roughly. Why did Mr. Heartburg
- 11 refer these individuals to you, if you know?
- 12 A. Well, when I was introduced to Rolf, you have to
- 13 understand kind of the mode that we were in. My
- 14 business is doing these projects in the international
- 15 scope of it, and there's an appeal to that. It's a cool
- 16 thing, what it means for us, what it means for
- 17 investors, what it means for the recipients of the end
- 18 benefit. And so in talking to people about what I do,
- 19 either investors or people that I just know, they say
- 20 what do you do? Oh, that's cool, whatever it may be.
- 21 And a friend of mine referred me to Rolf. Rolf is a
- 22 graduate of Thunderbird which is an international school
- 23 of business. It's one of the most renowned
- 24 international business schools in the world. Are you
- 25 aware of that?

- 1 Q. Yes.
- 2 A. Okay. So Rolf is a graduate of that. The
- 3 people that go to that school are locals, but also
- 4 international people that have ties to government
- 5 officials. They're the sons of ambassadors, the sons of
- 6 presidents, the sons of political figures around the
- 7 world. And so I was introduced to him because of his
- 8 ties to Thunderbird and what this other person knew
- 9 about, oh, you know international people. He's worked
- 10 with international people, that kind of deal.
- 11 So we talk. And he was impressed with what we
- 12 were doing; and we had that conversation, and that was
- 13 kind of the extent of it. And then later he came back
- 14 and said that he was interested in participating. So he
- 15 did.
- I learned later that the reason for his interest
- 17 in participating at the time that he did was because he
- 18 took the story that I had told him, meaning my
- 19 experience and the opportunities that we're working with
- 20 in China, et cetera, and went to a friend of his that
- 21 also went to Thunderbird who was the son of an
- 22 ambassador in Africa, and said I know a guy who is doing
- 23 this effort, this effort meaning all that we've
- 24 discussed.
- Is that viable? Is that legitimate? Does that

- 1 make sense? Could that really happen? Are these things
- 2 possible? Those types of questions.
- And in fact, the son of the ambassador said very
- 4 much so, let me call my father, the Ambassador of
- 5 Uganda, the UN Ambassador of Uganda, and he said this
- 6 may be interesting because they have projects in Uganda
- 7 that they're seeking help on.
- 8 So I was put in touch with the Ambassador, the
- 9 UN Ambassador to Uganda, and we had many conversations,
- 10 and he was interested in us using our relationships in
- 11 China to bring opportunity to Uganda.
- 12 So when Rolf recognized that his relating my
- 13 experience and what we were doing as a business effort
- 14 not only intriqued the son of the Ambassador, but then
- 15 the actual Ambassador himself who then had phone calls
- 16 and conversations and identified projects that he wanted
- 17 done in his country, Rolf said not only is this
- 18 legitimate, but I can see the value of it.
- 19 Rolf also grew up -- I think he traveled around
- 20 internationally, Latin America area, so he has
- 21 international experience. So what I was saying made
- 22 sense to him, and then he verified it through an
- 23 individual who, in turn, is responsible for all the
- 24 Uganda projects that are on the table here. So --
- Q. What is the name of the UN Ambassador to Uganda?

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- 1 A. Stephen Katenta Apuli.
- Q. Can you spell that, as best you can?
- 3 A. I can do Stephen. Katenta, K-A-T-E-N-T-A,
- 4 Apuli, A-P-U-L-I. Where is my documentation?
- 5 Referencing -- what is it? Is that the right number?
- 6 ACC 17 --
- 7 MS. WEISS: No, that was the page.
- 8 THE WITNESS: No, it's actually 21, page 21.
- 9 This is him.
- 10 BY MR. HUYNH:
- 11 Q. You're pointing to the picture in the bottom
- 12 right-hand corner of ACC 00021, and you're pointing to the
- 13 individual sitting down in the middle of the picture?
- 14 A. Who is the UN Ambassador to Uganda.
- 15 Q. Okay.
- 16 A. And this is his son who --
- 17 Q. The individual to the left of him on the picture?
- 18 A. Uh-huh.
- 19 Q. Okay.
- 20 A. And that's actually a picture of us in China
- 21 with the Ambassador's team and our Chinese associates
- 22 signing a Memorandum of Understanding to execute a
- 23 project.
- Q. Which project is that?
- 25 A. I don't know what project.

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- 1 Q. Do you remember --
- 2 A. Well, this company is doing -- where is the list
- 3 of projects? The iron ore steel mill is that project.
- 4 This economic development retail office building market,
- 5 the one that is referenced in the pictures or the
- 6 newspaper article, this here.
- 7 Q. You're referring to ACC 000575?
- 8 A. 575 and 576.
- 9 Q. Okay.
- 10 A. These are his relationships. The minister of
- 11 Economic Planning. So we went to Uganda. We went to
- 12 China. We put this \$500 million, which I have noted at
- 13 \$400 million on my estimation, they've identified as a
- 14 \$500 million project for these markets. But these are
- 15 all through the relationships of the Ambassador, the UN
- 16 Ambassador to Uganda.
- So Rolf, who had some resources, said this is
- 18 the best thing since sliced bread. He didn't say that.
- 19 Those are my words. But he was very enthusiastic about
- 20 it. He shared the deal. He's identified projects for
- 21 us. He has told other people who have then in turn said
- 22 that's interesting, what is it about, I would like to
- 23 participate.
- So you've got some enthusiastic people. He
- 25 talks to Patricia. Patricia and Sylvia both are

- 1 interested. He talks to Mr. Kocks, and now his brother
- 2 is interested. So it's a compelling story. It's a
- 3 tremendous opportunity. It's a feel-good, do-good
- 4 reward effort from all components. And so people are
- 5 thrilled. And he, along with some of the others, said I
- 6 like what this is about. I'll tell people I know, and
- 7 then they obviously make their own decisions. So
- 8 participation has come from that, that short, close
- 9 relationship, close family, relative one-off removed
- 10 environment.
- 11 Q. And just to be clear, the roughly \$308,000 that's
- 12 listed for Mr. Heartburg through his entity, Cachaca,
- 13 C-A-C-H-A-C-A, Holdings, LLC, are those actual dollars
- 14 that he paid to you?
- 15 A. Correct.
- 16 O. That's not credits or --
- 17 A. No.
- 18 Q. Okay. For referring any of these individuals,
- 19 did Mr. Heartburg get paid a commission or fee or any type
- 20 of compensation?
- 21 A. No.
- Q. Now, in regards to the Out of the Blue
- 23 Processors, LLC, I know -- I think you stated the money
- 24 raised was to cover operating capital; is that fair?
- 25 A. Correct.

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- 1 Q. So break down for me, just to confirm. Do you
- 2 draw a salary or a compensation for your services from Out
- 3 of the Blue or Lunsford Consulting?
- 4 A. I don't draw a salary. It pays our bills.
- 5 Q. And when you say bills, can you clarify for me --
- 6 A. Household bills.
- 7 Q. Okay.
- 8 A. If you're asking about me, it includes all the
- 9 flights, the hotels, the entertainment, whatever is
- 10 involved with the travel and the association with those
- 11 people in other countries that we're hosting or
- 12 assisting in hosting.
- 13 Q. That are directly related to the --
- 14 A. Of course.
- 15 O. Okay. Is there anyone else that draws a salary
- 16 or compensation?
- 17 A. No.
- 18 O. What about Mr. Lunsford, does he draw a salary or
- 19 compensation?
- 20 A. No.
- Q. Does he get reimbursed for his expenses or fees?
- 22 A. Uh-huh.
- Q. I'm sorry, that was a yes?
- 24 A. Correct.
- 25 Q. And when reimbursements are paid, does either Out

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- 1 of the Blue Processors or Lunsford Consulting maintain
- 2 copies of all invoices for reimbursements paid?
- A. No, that's not -- accounting to that level of
- 4 scrutiny hasn't been maintained.
- 5 Q. Now, would there be any payments to Mr. Lunsford
- 6 or his entities for anything other than directly
- 7 business-related expenses or reimbursements?
- 8 A. No. Everything is survival mode.
- 9 Q. To cover any expenses you have incurred in trying
- 10 to facilitate the transactions, you mean?
- 11 A. Of course. Of course. But there's no salaries;
- 12 there's not bonuses. You know, these resources are to
- 13 facilitate the transaction, and that's what the monies
- 14 have been used for.
- 15 Q. Sure. Now, in regards to, you know, the payments
- of or repayments back, who makes the decision to make any
- 17 payments or repayments? Maybe the simpler way to do it
- 18 is, who approves any reimbursements, if any?
- 19 A. I guess that's me.
- 20 Q. Does Mr. Lunsford have any control over any of
- 21 the \$1.7 million of investor monies initially?
- 22 A. No.
- 23 Q. Do you -- I think we discussed briefly, you have
- 24 an LLC by the name of Second Opinion Solutions, LLC, that
- 25 you're a member of, correct?

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- 1 A. That's correct.
- Q. Does Second Opinion Solutions, LLC, have any role
- 3 or relationship in regard to the transactions and
- 4 investment transactions we've been discussing today?
- 5 A. No.
- 6 Q. Okay.
- 7 A. It was used as a marker, but it has no activity
- 8 or involvement. It was used as a marker in -- let's say
- 9 there's a million and a half dollars in the first
- 10 operating agreement.
- 11 Q. Okay.
- 12 A. And if there was no investor, then Second
- 13 Opinion would appear to hold the entire amount; and then
- 14 when an investor put in a hundred, then the marker would
- 15 move from 1.5 to 1.4, 1.3 to 1.2; and when it was
- 16 completely filled out, there was no Second Opinion
- 17 Solutions.
- 18 O. Okay.
- 19 A. There was no design or no agreement or no
- 20 participation. It was simply a marker.
- Q. Okay. What is the -- if you can just give me a
- 22 brief background, what is the business of Second Opinion
- 23 Solutions?
- 24 A. It was a consulting company.
- 25 Q. Okay.

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- 1 A. Get a second opinion.
- Q. And like a mortgage consulting company?
- 3 A. Finance.
- 4 Q. Oh, finance? Okay.
- 5 A. Mortgage, it was a mortgage-related,
- 6 finance-related.
- 7 Q. And I know you briefly touched on it, but I just
- 8 want to make sure. So there's not like an official
- 9 general ledger, audited accounting financials of either
- 10 Out of the Blue Processors or Lunsford Consulting that you
- 11 have?
- 12 A. No.
- Q. Or that the entity has in its possession?
- 14 A. No.
- 15 Q. All right. So I guess in wrapping up, if I
- 16 understand correctly, I just want to confirm here, in
- 17 regards to the individuals that are listed here generally
- 18 on Exhibit 8, do they have any day-to-day control or any
- 19 direct interactions between, the investment transactions
- 20 between Lunsford Consulting and the Chinese in any way?
- 21 A. No.
- 22 MR. ALLSWORTH: We're getting into areas where
- 23 if we were in a courtroom or a deposition scenario, I
- 24 would probably interrupt and say asked and answered.
- THE WITNESS: Can you hold just one second?

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- 1 MR. HUYNH: Sure.
- 2 (The witness consulted with his counsel off the
- 3 record.)
- 4 THE WITNESS: Okay. Go ahead and ask, I guess.
- 5 BY MR. HUYNH:
- 6 O. Between -- let me confirm here. If I understood
- 7 correctly, prior to your incorporation of Lunsford
- 8 Consulting, LLC, you and Mr. Lunsford had a what, general
- 9 partnership? Is that a fair statement?
- 10 A. We understood to work with each other.
- 11 Partnership, by definition, there wasn't anything filed
- 12 as a partnership. We came to understand a common goal,
- 13 and we agreed to work together to accomplish that. Call
- 14 it a handshake. Call it whatever you want. But he
- 15 understood, I understood that we would work together to
- 16 move to this point.
- MR. ALLSWORTH: In the law, it probably would be
- 18 viewed as a partnership, general partnership.
- 19 THE WITNESS: If I can offer some clarity,
- 20 because you've asked two or three times about the
- 21 relationship with the Out of the Blue and the Lunsford
- 22 and the Chinese.
- 23 BY MR. HUYNH:
- 24 O. Yes.
- 25 A. And so I want to be clear. I want to be clear

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- on two things. It appears that you're wrapping up.
- 2 Q. Yeah.
- A. And so, in summary, I guess, if that's okay, I
- 4 want to be clear as to this environment.
- 5 Mr. Lunsford's relationships in China are
- 6 relished relationships, and he cherishes them. In an
- 7 effort to work with them and their position and
- 8 importance, if you will, he's guarded with that. So it
- 9 wasn't prudent nor did it make sense to have the member
- 10 investors, if I can call them that, to be part of
- 11 Lunsford Consulting because Lunsford Consulting is a
- 12 very narrow, trusted relationship between Lunsford and
- 13 his Chinese -- it's not a contract relationship. It's a
- 14 person-to-person relationship. He says I'm doing these
- 15 projects and I'm here, but our entity is us. So there's
- 16 me, and there's Mr. Lunsford. And I've met his Chinese
- 17 friends. They've approved of me. They're willing to do
- 18 business. So that entity, Lunsford Consulting, is very
- 19 small and finite, and it's the two of us.
- 20 Q. Okay.
- 21 A. Because we wouldn't, nor should we, introduce
- 22 myriads of people to that relationship and then China.
- 23 What we did is we established what we used as Out of the
- 24 Blue Processors to say you are an entity that has a sole
- 25 purpose. The money that you participate with in this

- 1 becomes a hundred percent of the Out of the Blue
- 2 Processors. That money is used to facilitate the
- 3 operating expenses for Lunsford.
- What you get for that is 10 percent of
- 5 Lunsford's revenue off the top. We don't want there to
- 6 be anymore disputes as to what your expenses might be,
- 7 how you travel, where you go, what you do of any sort in
- 8 a profit sensitive environment. I think you understand
- 9 what I mean by that. We made a million dollars, but
- 10 gee, the lease on the airplane was a million dollars, so
- 11 you make no money. We don't want to be in that type of
- 12 environment. It's all of -- everybody involved here,
- 13 the Chinese to Lunsford, Lunsford to me, me to the
- 14 investors are all friends or family or associates.
- 15 There's an integrity level and a trust factor that
- 16 exists in these relationships that probably doesn't
- 17 exist in traditional business; and if they didn't exist,
- 18 we wouldn't do business. If China didn't love Lunsford,
- 19 that wouldn't be there. If Lunsford didn't appreciate
- 20 me, that wouldn't be there. If I didn't have these
- 21 relationships with these people on a trust, integrity,
- 22 we know you, we've seen you, that is a connecting
- 23 environment, if that makes sense.
- 24 So Out of the Blue has its money. It funds the
- 25 expenses associated to do a deal. In exchange for it,

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- 1 it receives 10 percent, 5 percent of the gross monies
- 2 that come to Lunsford. It's documented. It's spelled
- out, and it's understood. And that's how we operate.
- 4 So there is no communication between Out of the
- 5 Blue and China because the communication is Lunsford
- 6 Consulting, and the integrity of that relationship is
- 7 maintained for a lot of reasons.
- 8 Q. Sure.
- 9 A. The agreements are there. The trust is there,
- 10 and the trust is Lunsford and Out of the Blue. And the
- 11 agreements dictate that.
- But the opportunity is close people who trust
- 13 and appreciate each other and the integrity of the
- 14 effort that they're doing. So these people have full
- 15 expectation to receive returns that are appropriate as
- 16 discussed that are reflected on the projects. We didn't
- 17 talk about that so much. But there was some discussion
- 18 early on. It's how this whole case, I think, came to
- 19 be, is that there was some concern that there was some
- 20 sensational claims being made. And it's represented in
- 21 the paperwork that you sent initially.
- 22 But, these projects, because of the scope,
- 23 because of their infrastructural environment, the size
- 24 of them are extraordinary in size, commissions, if you
- 25 want to call it that, are completely in line with what

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- 1 anybody would charge, actually probably lower than what
- 2 anybody would charge in putting facilities together.
- The brilliance of this opportunity is two
- 4 things. It is the trusted relationships that exist in
- 5 the parties we've all mentioned, and the leverage
- 6 capacity of all of the feasibility, all of the studies,
- 7 all of the land deal, the geotechnicals, the financial
- 8 calculations, the architectural designs of whatever is
- 9 going on, which would normally be the cost of the party
- 10 bringing to bear. That would normally be our cost.
- 11 It's not our cost. It's leveraged to the Chinese. It's
- 12 leveraged to the parties bringing them to bear.
- So unlike most entities, our operating costs are
- 14 purely our operating costs. There are no feasibilities.
- 15 There are no verifications, validations, reports that
- 16 bring these projects to bear.
- 17 Because that expense is not Lunsford's, it
- 18 allows us to have a top line and a bottom line, if that
- 19 makes sense, to be very similar, so that investors have
- 20 extraordinary terms. Not based on extraordinary
- 21 sensational statements, but based on extraordinary size
- 22 projects, below average returns, no expenses. And I say
- 23 no expenses; I mean the most minimal. No operating --
- 24 no project-related costs as it is to bring a project to
- 25 bear. Does that make sense?

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- 1 Q. Sure. Just to be clear here, the 1 percent
- 2 payment, that is the discussed payment that the Chinese
- 3 would pay Lunsford Consulting, correct?
- 4 A. Correct.
- 5 Q. But the other side of it, say, the South African
- 6 country, they're not paying any fees?
- 7 A. No.
- 8 Q. And why is that?
- 9 A. Because our relationship -- we are the party
- 10 that's bringing the technology and the financing
- 11 solution. That's who we represent.
- The people whose project it is, whether it's the
- 13 power plant, whether it's the whatever it may be, that
- 14 party represents itself in this deal, if that makes
- 15 sense.
- 16 Q. Okay.
- 17 A. For us to receive resources from that has a
- 18 conflict of interest with our Chinese associates.
- MR. HUYNH: Annalisa, did you have any final
- 20 questions?
- MS. WEISS: I do. I just have a couple
- 22 follow-up ones.
- 23 (NEXT PAGE, PLEASE.)

24

25

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1 EXAMINATION

- 2 BY MS. WEISS:
- 3 Q. I don't mean to be disrespectful because this
- 4 question is going to sound disrespectful.
- If Lunsford has all these relationships with
- 6 China for the last 20 years, why does he need you?
- 7 A. If you were the first person that asked me that,
- 8 I would think you were being disrespectful; but that
- 9 question has been asked every single time in this
- 10 process.
- 11 Mr. Lunsford is not a Wall Street savvy
- 12 individual. It's probably why the Chinese like him or
- 13 love him, because he's a down-to-earth, honest-as-the-
- 14 day-is-long, help-who-he-can-help, do-what-he-can-do
- 15 individual. He had a ten-year business, joint venture
- 16 with the Chinese. That's how the whole relationship
- 17 started in 1990. He went to China and had a joint
- 18 venture relationship with one of the parties that we
- 19 continue to do business with. So they were partners in
- 20 this business for ten years. They made a chemical fire
- 21 retardant product that basically, the application is you
- 22 sit down, you put it on something, you light a match, it
- 23 doesn't burn, the other one does, that kind of thing.
- 24 The Chinese were impressed with that in the
- 25 1990s. If you go back and look at where Chinese

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- 1 evolution is in terms of a developing nation, in the 80s
- 2 they were a much more communistic environment, a lot
- 3 less capitalistic environment. This was something
- 4 that -- this product had a lot of appeal to them for
- 5 their historical, Forbidden City, Mao's Tomb. You can
- 6 go through 5,000 years of history, structures that exist
- 7 in China that had some potential exposure.
- 8 So his product was unique in that it had broad
- 9 application to the interests of the Chinese government
- 10 over there. So he and his business partner went all
- 11 over China, and had this fire application put on things
- 12 that the Chinese wanted preserved. That meant going
- 13 from one state to the next, province to the next to the
- 14 next to the next. He met governor after governor after
- 15 governor, mayor after mayor after mayor, just because
- 16 those are the people that make the decisions as to which
- 17 structures get fire retardant application. He did that
- 18 for ten odd years. He made a living. He didn't make
- 19 zillions of dollars. He made a living.
- 20 At that point in time, the joint venture
- 21 dissolved. Frankly, China had something else they
- 22 wanted to do with that factory of 18,000 people, which
- 23 he lived in the corner with 40 people to make his little
- 24 deal. His friend had been promoted beyond the ranks in
- 25 their military protocol, and so they parted ways as

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- 1 business partners in that regard, but not as friends.
- 2 And Lunsford would continue to go to China with people
- 3 who wanted to make fan blades and gumball machines and
- 4 bicycles and import motorcycles and hula hoops and
- 5 whatever. Hey, China is making them cheap, let's go
- 6 there. So he would have business people that wanted to
- 7 have Chinese partners, Chinese factories manufacture
- 8 products, and he would charge a fee for that, and he
- 9 would make a living.

. . .

- 10 But when it came time, when this opportunity was
- 11 offered him to say you can participate with us in
- 12 infrastructure development internationally, those
- 13 projects take a long time to develop. You can't take
- 14 five miles of road and design that overnight. You can't
- 15 put a power plant in play in less than a couple of
- 16 years. You can't deal with sovereign quarantees and
- 17 tariffing issues and all the kind of things that are
- 18 part of the main operations of the day without some
- 19 baseline seed capital.
- 20 And so because he made a living but wasn't a
- 21 wealthy individual, he needed somebody to partner with
- 22 that could facilitate that for him. He wasn't one that
- 23 was familiar with raising money. He wasn't one that was
- 24 familiar with putting business plans together. He
- 25 wasn't one of any of those sorts. He was a friend to

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- 1 the Chinese and they shared in a business opportunity.
- 2 He took other people over for a fee, and, you know, made
- 3 his way. But when they offered this to him, it took him
- 4 out of his realm of expertise, if that makes sense.
- 5 And so because I embraced the idea and I told
- 6 him I thought I would be able to pull some capital
- 7 together that would facilitate the opportunity, I
- 8 believed in him. I met his friends over there. I took
- 9 a trip over and met his friends over there. I believed
- 10 it to be a genuine relationship.
- This is something you probably won't appreciate,
- 12 but I'm relatively new to the venture back at this 2008
- 13 time frame. I hear the stories Mr. Lunsford tells me
- 14 and all the things that go on, and so I'm a tag-along on
- 15 this trip, if that makes sense, because he would go
- 16 periodically. He lived there for a period of time.
- 17 At the time we started, he was living over
- 18 there. And so he invites me over there. He had been
- 19 back maybe six or eight months, something like that. He
- 20 doesn't speak Chinese fluently. You know, he knows
- 21 words. He understands phrases and things like that.
- 22 And they don't speak English fluently. He has a
- 23 partner -- I call it a partner. It's a friend.
- 24 I have to backtrack a little bit. When he
- 25 started his joint venture in 1990 with them, the person

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- 1 that was assigned to him as his translator was out of
- college and graduated with a degree, very intelligent 2
- 3 individual, but he spoke English, and he spoke English
- So he became the translator for Mr. Lunsford and
- 5 his business partner over there. And so they became
- 6 friends.
- 7 That individual, that translator and the joint
- 8 venture partner have through that ten years and
- 9 subsequent ten years have become extraordinarily
- 10 influential in that arena. But they love Lunsford like
- a brother. So I go over there. This is business to me. 11
- 12 Makes sense. I like it. We stand in the hotel lobby,
- and I'm standing there next to Mr. Lunsford, and his two 13
- friends that are senior officials with Chinese influence 14
- and persuasion walk into the lobby. They're dressed in 15
- 16 normal clothing. They're not stand-outs. You know the
- 17 Asian culture is not flamboyant, particularly from a
- 18 government side. But they embraced each other. It was
- an interesting moment, because I thought this was a 19
- 20 business deal. But this was probably like you seeing
- 21 your son coming home from the military or if you have
- 22 children that have been gone for a period of time.
- 23 Their embrace was -- this is crazy that I'm even getting
- 24 this way. It was so meaningful to me that I said these
- 25 guys are in control of Chinese entities that can make

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- 1 infrastructural projects happen around the world. They
- 2 dictate this money goes here, this project goes here, I
- 3 do this, I do that. And their embrace of Lunsford who
- 4 is a Joe Schmo by anybody's definition -- you won't see
- 5 him on Wall Street. You won't see him ringing the bell.
- 6 You'll see him doing an 8-mile walk in the morning.
- 7 That's him. They love that about him. He's an open
- 8 book. He's honest as the day is long. He's helped
- 9 their kids get into universities over here. They've
- 10 helped him over there. He has been over there in China
- 11 while five of his family members have passed, and he's
- 12 had to leave and come back. So they share a unique
- 13 relationship.
- 14 Q. I think we're kind of getting off track a little
- 15 bit here.
- 16 A. I understand.
- 17 Q. So to summarize --
- 18 A. I understand, but you need to understand where
- 19 he is.
- Q. I'm asking you, why you? Sounds like he needed
- 21 your financial savvy background kind of thing?
- 22 A. Yes, yes. Because he has a relationship that is
- 23 very powerful, but he is good for that side of it.
- 24 O. And he needed more --
- A. And he needed somebody that could, and you see

ACC001065 FILE #8302

- 1 BY MS. WEISS:
- 2 Q. You said Heartburg was part of the original but
- 3 not the second one; is that what I understood?
- A. I believe he has money in both of them.
- 5 Q. Okay. And then Mr. Lunsford and you, so you guys
- 6 travel together when you go to China?
- 7 A. Uh-huh, that's correct.
- 8 Q. So if there's no accounting done, how do you know
- 9 how much to reimburse him or how much to reimburse you?
- 10 A. Well, we buy a plane ticket. What's the cost?
- 11 X. Pay on a credit card. We got to eat, credit card.
- 12 What's the deal? Credit card. So --
- 13 Q. So you pay off your credit card and pay off his
- 14 credit card, or is it a company credit card?
- 15 A. It's my credit card, and we pay it off when we
- 16 go, and we pay it and we go. Hotels, it's either a cash
- 17 environment or a credit card environment.
- 18 Q. Okay. So you basically take the brunt of paying
- 19 for all his meals and travel and then that gets paid off?
- 20 A. That's correct.
- Q. So what about your day-to-day bills at home? I
- 22 assume your wife is here while you're in China?
- 23 A. Correct.
- Q. So who pays for rent, cars, gas, all that?
- 25 A. The monies come out of here. This is operating

ACC001067 FILE #8302

- 1 expense, part of the operating, the expense of operation
- 2 is to maintain our bills and our expenses so we can
- 3 function in that capacity.
- 4 Q. So it includes personal expenses?
- 5 A. Correct.
- 6 O. That's all that I have.
- 7 MR. HUYNH: Did you have anything, Ricardo?

8

9 EXAMINATION

- 10 BY MR. GONZALES:
- 11 Q. Do you know, ballpark, how much the division
- 12 would be between how much expenses have been accumulated
- 13 for the project as it is and how much has been put into
- 14 sustaining yourself and your family?
- 15 A. I don't know that I could give you a real close
- 16 number on that.

17

18 FURTHER EXAMINATION

- 19 BY MR. HUYNH:
- 20 Q. I'm sorry, I just had a quick follow-up. The
- 21 \$1.5 million that was agreed to at the original Out of the
- 22 Blue Processors, LLC, who came up with that figure? Was
- 23 it you or Mr. Lunsford who requested that amount?
- 24 A. We discussed what we thought it would take to do
- 25 that and felt like that was a reasonable number.

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- 1 O. And what --
- 2 A. It was probably less him just because that's not
- 3 his, you know, his primary focus or where he spend his
- 4 time. So I guess that was more on my side than his
- 5 side.
- 6 Q. And do you recall, what were the factors or what
- 7 did you account for to kind of come up with the estimate
- 8 of \$1.5 million as the general number needed or
- 9 anticipated?
- 10 A. You're asking me just to guess. You're asking
- 11 me to guess, and I don't think a guess is fair to you
- 12 and I don't think it's fair to me.
- MR. ALLSWORTH: That's five years ago.
- 14 THE WITNESS: We thought we would do it in less
- 15 time, frankly, but you figure several trips and the cost
- 16 of a trip is a ball park of a number, and what does it
- 17 take? My bills are X, and your bills are X. Okay.
- 18 Here is a number. If we can get this done in six
- 19 months, then we didn't need to take in a million and a
- 20 half, and this was not a quest to go find a million and
- 21 a half dollars. This was we think we can do it in a
- 22 reasonable period of time. You know, let's get a couple
- 23 hundred thousand dollars, let's go. Things look like
- 24 they're -- let's go. So this wasn't bam, a million and
- 25 a half dollars, and now let's, you made ten grand, you

ACC001069 FILE #8302

- 1 made ten grand, you make five grand, you make five
- 2 grand, whatever. It was let's get the project done.
- 3 So there were projects that were in discussion
- 4 at the very onset that was our initial interest that
- 5 didn't materialize. They're still in the works, but
- 6 there were some political reasons between the parties as
- 7 to why they're still in the works, and so we moved
- 8 through projects. So it's not a let's go build this
- 9 building on the corner, what does it cost, \$300,000.
- 10 Okay, it's going to take -- it wasn't that
- 11 sophisticated.
- 12 It was an endeavor of learning the process and
- 13 knowing, as I shared with you in my lengthy answer, this
- 14 relationship of trust that absolutely guaranteed in our
- 15 minds there would be a project that would come to
- 16 fruition and we would be done, and we are there now.
- 17 MR. ALLSWORTH: With one project.
- 18 THE WITNESS: With one project, and fourteen
- 19 under Memorandum of Understanding agreements,
- 20 exclusively defined to the tune of four and a half
- 21 billion dollars, give or take.

22

- 23 FURTHER EXAMINATION
- 24 BY MR. GONZALES:
- Q. Of the approximately 1.7, \$1.8 million that has

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> ACC001070 FILE #8302

- 1 been collected, how much of that is still remaining?
- 2 A. Probably in the neighborhood of 40ish.
- 3 Q. \$40,000?
- 4 A. Uh-huh.
- 5 O. I don't have anything else. Oh, sorry about
- 6 that.

3/2 1

- 7 Out of the Blue Processors, LLC, does that have a
- 8 bank account?
- 9 A. It does.
- 10 Q. What bank is it?
- 11 A. Wells Fargo.
- 12 Q. Who are the signers, owners of --
- 13 A. Me.
- 14 Q. You? By yourself?
- 15 A. I would have to check. No one accesses it
- 16 besides me.
- 17 Q. Does the business itself, the Lunsford
- 18 Consulting, LLC, or any other Lunsford entities, do they
- 19 have bank accounts?
- 20 A. Lunsford has a bank account.
- Q. Where is that bank account?
- 22 A. At Wells.
- Q. Who are the signers, owners?
- 24 A. Me.
- 25 Q. By yourself or with anybody else?

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- 1 A. I would have to check, but I believe it's just
- 2 me.
- Q. Are there any other business accounts that would
- 4 be in relation to Out of the Blue or Lunsford Consulting?
- 5 A. No.

6

7

FURTHER EXAMINATION

- 8 BY MR. HUYNH:
- 9 Q. I think where you're going, just to confirm. So
- 10 the 1.7 million roughly dollars raised here would have
- 11 gone through one of those two Wells Fargo Bank accounts,
- 12 either under Out of the Blue or Lunsford Consulting; is
- 13 that fair to say?
- 14 A. No, because when we started there was a Bank of
- 15 America, we were with Bank of America for a period of
- 16 time, and so there would have been some Bank of America.
- 17 There would have been some Wells Fargo. Initially, as
- 18 I've expressed, this started out in a friendly,
- 19 nondescript, nonorganized environment. You know,
- 20 personal account for some expenses and things like that.
- 21 That's why when you're saying are there audited numbers
- 22 or this or that or whatever, I can't be as defined as
- 23 probably in hindsight it would make sense to, but the
- 24 reality of it is the investors are preserved and
- 25 emphatically understand what the money was for, and they

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- 1 emphatically understand what their return is.
- 2 And between Lunsford and I, we have maintained
- 3 our living existence to this end. But with respect to
- 4 the organization as let's sit down and draw it all up
- 5 and put it in a pretty package and then let's operate
- 6 that way, not quite as defined as maybe some.
- 7 MR. HUYNH: Do you have any follow-up questions,
- 8 either of you?
- 9 I think that's all I have. We appreciate you
- 10 answering our questions, Mr. Lunsford -- I mean
- 11 Mr. Steiner. I don't have anything else. It sounds
- 12 like -- Art, you're chomping at the bit. Did you want
- 13 to briefly state something?
- MR. ALLSWORTH: I just want to identify what we
- 15 supplied today.
- MR. HUYNH: Sure.
- 17 MR. ALLSWORTH: And I believe it starts with
- 18 your numbering system 568 and goes through probably 575,
- 19 576. Yeah, there's two pages to the -- the first is a
- 20 project description; and as I said earlier, the project
- 21 descriptions are identified by a number on the heading
- 22 of each which corresponds with a number on the
- 23 spreadsheets that were delivered and are 573 and 574.
- 24 And then the pictures, that is, the photocopies
- 25 of the newspaper pages identify one of the projects that

- 1 is identified. Actually it's a three office building
- 2 markets, I believe, in Uganda. And it is U2-1. So
- 3 pages 575 and 576 relate to that project. And that
- 4 project is similarly on the spreadsheet. It's the
- 5 bottom project U2-1, and Mark, as he identified it
- 6 before, he has it as a \$400 million project, and they
- 7 internally are considering it to be \$500 million. And
- 8 the newspaper article is self-explanatory. It starts on
- 9 the first page and continues on the second page
- 10 alongside articles that deal with somebody raping people
- 11 and another person paying off former city workers.
- MR. HUYNH: I don't mean to cut you off, Art.
- 13 Just real quick, what does EPC stand for?
- 14 THE WITNESS: EPC is an equipment procurement
- 15 contract.
- MR. ALLSWORTH: Much of the -- as with the Kogi
- 17 project which is a power generating facility, a very
- 18 large part of that cost is for equipment like turbines,
- 19 boilers, that sort of thing, and that's probably why it
- 20 develops that name.
- The important thing about the spreadsheets,
- 22 because ultimately everything comes down to numbers,
- 23 often expressed as dollars, Page 574 is in dollars how
- 24 these projects are estimated or forecast or whatever you
- 25 want to use. These are the reasonable beliefs of

- 1 Mr. Steiner and Mr. Lunsford at this time, and with
- 2 regard to the number 1 project, N1-1, a billion-five, if
- 3 in the next month or so that equipment purchase contract
- 4 is in fact signed, as it is -- the next meeting is the
- 5 time when everyone believes it will be signed, then
- 6 shortly after that signing, it is anticipated that the
- 7 1 percent fee will be paid to Lunsford Consulting; and
- 8 at that time, Lunsford Consulting will be able to pay
- 9 something in the vicinity of a \$1,773,000 to the Out of
- 10 the Blue Processors investors.
- Now, then, the final price of the project has
- 12 not been ascertained yet. It could be anything from a
- 13 billion-four, billion-three to a billion-eight. We just
- 14 don't know. Based on what we do know, the billion-five
- is likely to be real close to the final number, and as a
- 16 result --
- 17 THE WITNESS: If I can interject for a moment.
- MR. ALLSWORTH: Sure.
- 19 THE WITNESS: There was an agreed-upon price of
- 20 \$1.5 billion for the structure as it was presented in
- 21 its technical form and design. When I was there at the
- 22 end of September, the intention for being there, primary
- 23 reason for being there was to have that EPC agreement
- 24 signed.
- As you can appreciate, a 1200-megawatt power

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- 1 plant with all the jetties and the conveyor belts and
- 2 the roads and what, there's a lot of detail they went
- 3 through. How many spare parts do we keep? What's the
- 4 warranty? Those types of discussions. And during that
- 5 discussion, there was some customization requests made
- 6 by the Nigerian party for certain redundancies. In the
- 7 power generation operation itself, it's a 24-hour,
- 8 7-day-a-week process of generating power, and that's
- 9 where they earn their money.
- There are some components that have a propensity
- 11 to wear out or break, and so that would interfere with
- 12 the 24/7 operation.
- 13 While it's expected and standard and all of
- 14 that, the Nigerian people requested that there would be
- 15 some redundant components put in place for the parts
- 16 that have a tolerance, a low tolerance or could
- 17 potentially break. So those components needed to be
- 18 priced and incorporated in that final plan. So those
- 19 are customizations.
- 20 It stands to reason that because of those, the
- 21 price might go up a little bit; but it's also the reason
- 22 the EPC agreement isn't signed right now.
- 23 BY MR. HUYNH:
- Q. Confirm for me real briefly, Mr. Steiner. Did
- you put together these two pages of ACC 573 and 574?

- 1 A. Yes, I did.
- 2 Q. And maybe I'm not understanding the math here.
- 3 Under ACC 574, we're taking an estimated project cost of
- 4 \$1.5 billion. But how is a 1 percent payout off of 1.5
- 5 billion, 1.773 million?
- 6 A. It's not. This is the project payout to
- 7 Lunsford. So Lunsford is going to receive \$15 million.
- 8 Q. Okay.
- 9 A. The 10 percent investor will receive one and a
- 10 half million dollars, and the remaining \$223,000
- 11 investors in the second component part of Out of the
- 12 Blue as they're prorated would be that.
- 13 Q. Okay.
- 14 A. Does that make sense?
- 15 Q. And then you just carried that calculation.
- 16 Doubled it here, it goes 2 percent?
- 17 A. Well, right. But if this became, as an example,
- 18 1.6, then this is going to go up. And then because
- 19 2 percent is double 1 percent, then, of course, the
- 20 investors are going to receive twice the return.
- 21 Q. Okay.
- 22 A. These numbers will go up or down based on the
- 23 project cost. The 1 percent fee or 2 percent or
- 24 3 percent fee is what Lunsford receives.
- Q. And these figures here aren't reflecting what

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- 1 Lunsford received. This is reflecting what the Out of the
- 2 Blue --
- 3 A. Either the 10 or the 5.
- 4 O. -- investors will receive?
- 5 A. Correct.
- 6 Q. Got you. I don't have any further questions.
- 7 MR. GONZALES: Can I get a couple in?
- 8 MR. HUYNH: Just real quickly, let's mark this,
- 9 we'll just mark this as an exhibit. We'll include it in
- 10 here, and let Ricardo ask his final questions. What
- 11 we'll do, just briefly flip through these, and these
- 12 will by the exhibits for today that we referenced.
- MR. ALLSWORTH: That's fine.
- 14 MR. HUYNH: Ricardo.

15

- 16 FURTHER EXAMINATION
- 17 BY MR. GONZALES:
- 18 Q. Have any of the entities, Out of the Blue
- 19 Processors or Lunsford Consulting, done any tax returns?
- 20 A. No.
- 21 Q. Okay.
- MR. HUYNH: Is that it?
- MR. GONZALES: Yes.
- 24 MR. HUYNH: All right. I'm just adjourning
- 25 today's deposition. I appreciate your coming in and

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```
answering our questions, Mr. Steiner. Like I said,
 1
    we'll take a second. We'll get this document marked as
 2
 3
    an exhibit, ACC 568 through --
 4
              MR. ALLSWORTH: 576.
 5
              MR. HUYNH: -- 576, and that will conclude
 6
    today's meeting. Thank you.
 7
              (Exhibit 7 was marked for identification.)
 8
              (TIME NOTED: 12:00 p.m.)
 9
10
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Phoenix, AZ

ACC001079 FILE #8302

1	STATE OF ARIZONA)
2	COUNTY OF MARICOPA)
3	
4	BE IT REMEMBERED that the foregoing
5	examination under oath was taken by me, GARY W. HILL,
6	Certified Reporter No. 50812 for the State of Arizona;
7	that the witness before testifying was duly sworn by me
8	to testify to the whole truth and nothing but the truth;
9	that the questions propounded by counsel and the answers
10	of the witness thereto were taken down by me in
11	shorthand and thereafter transcribed into typewriting
12	under my direction, and that the foregoing pages of
13	typewritten matter contain a full, true, and accurate
14	transcript of all proceedings and testimony had and
15	adduced upon the taking of said examination under oath,
16	all to the best of my skill and ability.
17	I FURTHER CERTIFY that I am not related to nor
18	employed by any of the parties hereto, and have no
19	interest in the outcome.
20	DATED at Phoenix, Arizona, this 5th day of
21	November, 2012.
22	Dary E. 7 Vill
23	GARY W. HILL, RPR, CRR
24	Certificate No. 50812
25	

ACC001080 FILE #8302

Phoenix, AZ

1	BEFORE THE ARIZONA CORPORATION COMMISSION			
2	SECURITIES DIVISION			
3				
4	In the Matter of)			
5	OUT OF THE BLUE PROCESSORS,) S-20837A-12-0061			
6	LLC, an Arizona limited) liability company, d/b/a)			
7	OUT OF THE BLUE PROCESSORS II,) LLC; and)			
8	MARK STEINER (CRD #1834102) and)			
9	SHELLY STEINER, husband and) wife,)			
10	Respondents.			
11	,			
12				
13	EXAMINATION UNDER OATH OF MARK GLENDON STEINER			
14	VOLUME II (Pages 101 - 216, inclusive)			
15				
16	Phoenix, Arizona March 11, 2014			
17				
18	COASH & COASH, INC.			
19	Court Reporting, Video & Videoconferencing 1802 N. 7th Street, Phoenix, AZ 85006			
20	602-258-1440 mh@coashandcoash.com			
21	By: GARY W. HILL, RMR, CRR			
22	Certified Reporter Certificate No. 50812			
23	EXHIBIT			
24	Prepared for:			
25	SECURITIES DIVISION ADMITTED			
	COASH & COASH, INC. (602) 258-1440			

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1	EXAMINATION UNDER OATH OF MARK GLENDON STEINER
2	was taken on the 11th day of March, 2014, commencing as
3	10:06 a.m., at the Arizona Corporation Commission,
4	Securities Division, 1300 West Washington Street,
5	Phoenix, Arizona, before Gary W. Hill, Certified
6	Reporter No. 50812 for the State of Arizona.
7	
8	APPEARANCES
9	For the Securities Division:
L O	
11	Mr. Stephen Womack, Enforcement Attorney 1300 West Washington Street, Third Floor
12	Phoenix, Arizona 85007 (602) 542-0722
13	For the Regnerdents.
L4	For the Respondents:
15	Mr. Arthur P. Allsworth 7501 North 16th Street, Suite 200
16	Phoenix, Arizona 85020 (602) 870-3068
L 7	
18	
19	Also Present:
20	Ms. Annalisa Weiss, Special Investigator Mr. Ricardo Gonzales, Forensic Accountant
21	Mr. Ricardo Gonzales, Forensic Accountant
22	
23	
24	
25	

- 1 (Mark Glendon Steiner was duly sworn by the
- 2 Certified Reporter.)
- 3 MR. WOMACK: This is part of an inquiry by the
- 4 Securities Division of the Arizona Corporation
- 5 Commission in the matter of Out of the Blue Processors,
- 6 LLC, Docket No. S-20837A-12-0061, to determine if there
- 7 has been full compliance with the Securities Act of
- 8 Arizona and/or the Arizona Investment Management Act.
- 9 The information obtained today may reveal violations of
- 10 statutes outside those two Acts.
- 11 Persons present are myself, Steve Womack,
- 12 counsel for the Securities Division; Ricardo Gonzales,
- 13 senior forensic accountant for the Division; and
- 14 Annalisa Weiss, the Division's special investigator.
- 15 Would the others present in the room identify
- 16 themselves?
- 17 MR. STEINER: Mark Steiner.
- 18 MR. ALLSWORTH: Art Allsworth.
- 19 MR. WOMACK: And Art, you're the counsel for
- 20 Mr. Steiner?
- 21 MR. ALLSWORTH: I'm counsel for Steiner and
- 22 Out of the Blue.
- MR. WOMACK: Are you counsel for Second
- 24 Opinions?
- 25 MR. ALLSWORTH: I am not aware that Second

- 1 Opinions is here in any way other than the subpoena of
- 2 records.
- 3 MR. WOMACK: All right. Are you counsel for
- 4 Lunsford Consulting?
- 5 MR. ALLSWORTH: I am.
- 6 MR. WOMACK: Okay.

7

- 8 MARK GLENDON STEINER,
- 9 a witness herein, having been previously duly sworn by
- 10 the Certified Reporter to speak the truth and nothing
- 11 but the truth, was examined and testified as follows:

12

- 13 EXAMINATION
- 14 BY MR. WOMACK:
- 15 Q. Mr. Steiner, you have the right to refuse to
- 16 answer any questions if you think the answer might tend
- 17 to incriminate you. You have the right to refuse to
- 18 produce any private papers that you feel may tend to
- 19 incriminate you. You do not have the right to refuse to
- 20 produce corporate papers based on any claim of
- 21 self-incrimination.
- The reporter will go off the record at my
- 23 direction, and if you or your attorney would like to go
- off the record, let me know, and we'll try to
- 25 accommodate you.

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- If I've asked a question and it's hanging, you
- 2 haven't answered it yet, we'll want to get that answer
- 3 before we go off the record. But don't let yourself
- 4 become uncomfortable. We can take breaks.
- 5 The reporter will note for the record each
- 6 time you consult with your attorney before answering,
- 7 and this is done to ensure an accurate record.
- 8 Since your testimony is being recorded by a
- 9 reporter, please respond verbally. I did notice in the
- 10 previous examination that there was some head nodding.
- 11 So instead of head nodding, answer yes or no, whatever
- 12 the answer may be.
- 13 Also, let me finish asking my question before
- 14 you begin to answer, and I'll try to do the same.
- 15 Again, that's so we're not talking over each other,
- 16 which is both difficult to record and difficult to
- 17 follow the transcript after it's recorded.
- 18 If you don't hear a question or don't
- 19 understand a question, let me know, and I'll rephrase it
- 20 or have the court reporter read it back to you.
- You are under oath, so any false statements
- 22 you make may be criminally prosecuted as perjury.
- Do you understand what I've explained to you
- 24 thus far?
- 25 A. I do.

- 1 Q. Are you on any medication today or any
- 2 other -- under any other medical maladies that would
- 3 prevent your testimony?
- 4 A. No. I have an allergy pill.
- 5 Q. Okay. Are there any other reasons that might
- 6 prevent your ability to understand the questions or
- 7 answer fully and truthfully today?
- 8 A. I don't believe so.
- 9 Q. Could you state your full name?
- 10 A. Mark Glendon Steiner.
- 11 Q. Have you ever used any other name?
- 12 A. Mark Steiner.
- 13 (Exhibits 9, 10, 11, and 12 were marked for
- 14 identification.)
- 15 BY MR. WOMACK:
- 16 Q. I'm going to turn to these documents in front
- 17 of you. You'll see the document marked Exhibit 9. That
- 18 is correspondence and the subpoena for your personal
- 19 testimony. Are you appearing here according to that
- 20 subpoena today?
- 21 A. Yes.
- 22 Q. If you'll turn to the next -- and have you
- 23 seen documents 9, 10, 11, and 12? I'll give you a
- 24 minute to look through them.
- 25 A. I've seen them, yes.

- 1 Q. Turning to Exhibit 10, now that's a document
- 2 for the testimony of the custodian of records for Out of
- 3 the Blue Processors, LLC. Are you also appearing on
- 4 behalf of that subpoena or pursuant to that subpoena?
- 5 A. Yes.
- Q. 11 is a subpoena for the custodian of records
- 7 for Lunsford Consulting. Are you appearing on behalf of
- 8 that subpoena today?
- 9 A. Yes.
- 10 Q. And 12 is a subpoena for the custodian of
- 11 records for Second Opinion Solutions. Are you appearing
- 12 on behalf of that subpoena here today?
- 13 A. I'm here for that. We don't have necessarily
- 14 an agreed-upon counsel for that one.
- 15 Q. As we go through and get to that one, we do
- 16 have some questions. We'll break before we hit that
- 17 section of questions.
- 18 MR. ALLSWORTH: Fine. Let me make a point.
- 19 We on January some day, maybe a month ago, two months
- 20 ago now, provided documents in response to these
- 21 subpoenas to the custodian of records, and that,
- 22 according to the subpoena, satisfied the subpoena
- 23 requirement.
- I am not aware that we are -- it is perfectly
- 25 fair for you to ask questions related to what was

- 1 produced, but we've already produced the custodian --
- 2 the custodian of records has already complied with the
- 3 subpoena.
- 4 MR. WOMACK: Art, I think you're confused as
- 5 to which subpoenas we're talking about. Those are
- 6 subpoenas for production of records, and we'll go
- 7 through those a little later. These are subpoenas for
- 8 testimony, which were a separate set of subpoenas. But
- 9 before we get into the Second Opinion Solutions, we'll
- 10 break and talk about how we'll address that.
- MR. ALLSWORTH: Okay.
- 12 BY MR. WOMACK:
- 13 Q. But you are appearing on behalf of the
- 14 subpoena that is Exhibit 12?
- 15 A. Yes.
- MR. WOMACK: Mr. Gonzales, the ball is in your
- 17 court.
- MR. GONZALES: Could you mark this as an
- 19 exhibit.
- 20 (Exhibit 13 was marked for identification.)
- 21
- 22 EXAMINATION
- 23 BY MR. GONZALES:
- Q. Could you take a look at that document which
- 25 is marked as Exhibit 13, ACC 002125. Did Out of the

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- 1 Blue Processors have an account at Bank of America?
- 2 A. It did.
- Q. Is this the signature card for Out of the Blue
- 4 Processors, LLC for the Bank of America account?
- 5 A. It appears to be a record or a copy of it.
- Q. Is the account number at the top of Exhibit 13
- 7 Out of the Blue Processors' account number?
- 8 A. I don't -- I don't have that number memorized,
- 9 and that account has been closed long ago, so --
- 10 Q. Okay. Does the signature on the signature
- 11 card appear to be your signature?
- 12 A. It does.
- 13 Q. Is this the only signature card that you know
- 14 of or you can recall for this account?
- 15 A. I don't have any idea. I mean we set up an
- 16 account and we go through the process the bank -- I'm
- 17 assuming that's it.
- 18 Q. There was no time after filling that paper or
- 19 that document out that you added another person or
- 20 persons?
- 21 A. I don't believe so.
- Q. Okay. Were there any debit cards with this
- 23 Bank of America account?
- 24 A. If they're automatically issued, then there
- 25 probably would have been. I don't know that I requested

- 1 one necessarily.
- Q. Do you know if there would have been one or
- 3 more than one?
- 4 A. I don't know what their procedures are.
- 5 O. If there were debit cards sent out with regard
- 6 to this account, who would be the authorized users of
- 7 those debit cards?
- 8 A. That would be me.
- 9 Q. And you alone?
- 10 A. Yes. I mean there could be somebody that I
- 11 said -- you're asking for me to recall something back
- 12 from '01, 13 years ago, so --
- 13 Q. And we may encounter that throughout these
- 14 documents, but just to the best of your recollection.
- 15 A. There's no other signer on the account, so I
- 16 don't know who else would have authorization.
- 17 Q. Okay.
- 18 (Exhibit 14 was marked for identification.)
- 19 MR. ALLSWORTH: Are we off the record?
- MR. WOMACK: No, we're not.
- 21 MR. ALLSWORTH: Then let's -- please record
- 22 that there's a private conversation going on.
- MR. WOMACK: We can have private
- 24 conversations.
- 25 MR. ALLSWORTH: Well, then I can have a

- 1 private conversation with my client.
- MR. WOMACK: He's testifying, and there's no
- 3 standing question. We're regarding how to manage the
- 4 paperwork. It's all right.
- 5 MR. ALLSWORTH: Okay. And secondly, I'm going
- 6 to ask to the extent you offer an exhibit, you offer it
- 7 to me first. I get to look at it and give it to my
- 8 client.
- 9 MR. WOMACK: That's fine.
- 10 MR. ALLSWORTH: You'll have to forgive me, my
- 11 eyesight is such that --
- 12 Go ahead, look that over.
- 13 BY MR. GONZALES:
- 14 Q. Do you recognize -- as you're looking over
- 15 that document, do you recognize this document?
- 16 A. What are you asking? I can read a business
- 17 account application, Wells Fargo.
- 18 Q. This is Exhibit 14, which is ACC 00373 to 376.
- 19 Did Out of the Blue Processors have accounts at Wells
- 20 Fargo Bank?
- 21 A. Yes.
- 22 Q. Is this the signature card or bank account
- 23 opening document for the Out of the Blue Processors
- 24 Wells Fargo bank accounts?
- 25 A. It appears to be.

- 1 Q. Are the account numbers in the middle of
- 2 Exhibit 14 Out of the Blue Processors' bank account
- 3 numbers?
- A. I don't have them memorized, but they look
- 5 familiar.
- 6 Q. If you take a look at the signature page which
- 7 is on ACC 000376, is that your signature on Exhibit 14?
- A. Are these the numbers you're referring to?
- 9 Q. Yes. Yes. On 375 and 376, are those your
- 10 signatures?
- 11 A. They appear to be an electronic version.
- 12 Q. To your knowledge, is this the only signature
- 13 card for these accounts?
- 14 A. Yes.
- 15 Q. At any time was anyone else a signatory on
- 16 these accounts?
- 17 A. I don't believe so.
- 18 Q. Were there any debit cards with regard to
- 19 these Out of the Blue Processors Wells Fargo bank
- 20 accounts?
- 21 A. There are.
- Q. How many debit cards?
- 23 A. I don't know how many they issued. One.
- Q. At least one?
- 25 A. Yeah.

- 1 Q. Who are the authorized users of the debit
- 2 cards?
- 3 A. That would be me.
- 4 Q. And you and nobody else?
- 5 A. As far as I know.
- 6 (Exhibit 15 was marked for identification.)
- 7 BY MR. GONZALES:
- Q. Do you recall this document which is marked as
- 9 Exhibit 15, ACC 000369 to 372? Do you recall this
- 10 document?
- 11 A. I recognize it as an account application.
- 12 Q. Are these -- is this document an account
- 13 application for Second Opinion Solutions, LLC?
- 14 A. It is.
- 15 Q. Does this include your signature with regard
- 16 to these bank accounts for Second Opinion Solutions,
- 17 LLC?
- 18 A. Yes.
- 19 Q. Are the account numbers which are listed in
- 20 the middle of the page on Exhibit 15 ACC 000369 the
- 21 account numbers for Second Opinion Solutions, LLC?
- 22 A. I'm assuming so.
- Q. If you look at the last two pages, which are
- 24 ACC 000371 and 372, does that look like your signature?
- 25 A. It's -- yes.

- 1 Q. To your knowledge, is this the only signature
- 2 card?
- 3 A. As far as I know.
- 4 Q. At any other time was there another signatory
- 5 on this account?
- 6 A. Not that I recall.
- 7 Q. Were there any debit cards with regard to
- 8 these Second Opinion Solutions Wells Fargo accounts?
- 9 A. They would do just the same as they did the
- 10 others.
- 11 Q. So there's at least --
- 12 A. I would think so.
- 13 Q. At least one?
- 14 A. Uh-huh, yes.
- 15 Q. And who were the authorized users of those
- 16 debit cards?
- 17 A. That would be me.
- 18 MR. WOMACK: We can go off the record for a
- 19 minute.
- 20 (Off the record from 10:24 a.m. to 10:33 a.m.)
- 21 MR. WOMACK: We're back on the record.
- Mr. Steiner, you understand you're still under
- 23 oath?
- 24 THE WITNESS: Sure.
- MR. WOMACK: Art, you have a statement to

- 1 make?
- MR. ALLSWORTH: Yes. First of all, I want to
- 3 start my statement by saying that this started -- I want
- 4 to renew the fact that we have moved long ago to dismiss
- 5 this proceeding on the basis that it started improperly
- 6 and that there was no reasonable basis for pursuing it.
- 7 It started as a sting operation improperly,
- 8 and we will continue to take that position. The hearing
- 9 officer has heard it. I have filed a memorandum on that
- 10 point. The hearing officer specifically postponed
- 11 further discussion of that; and in the interests of
- 12 cooperation, we are cooperating by attending this
- 13 examination and proceeding in a way that may, I hope, be
- 14 helpful to the Commission in reaching conclusions about
- 15 what really was going on.
- 16 That said, I think you need to understand that
- 17 Second Opinion was a matter of convenience for
- 18 Mr. Steiner, and Second Opinion is not a separate
- 19 business in any manner as the answers supplied to your
- 20 questions by the, to the custodian of record in writing
- 21 demonstrated. Second Opinion is simply another bank
- 22 account, if you will, from which Out of the Blue can
- 23 attend to its business, and for the most part, Mark
- 24 Steiner is, too. So that being said, and yes, I am now
- 25 representing Second Opinion at this examination.

- 1 MR. WOMACK: And Mark, Mr. Steiner, you're in
- 2 agreement with that?
- THE WITNESS: I am.
- 4 MR. WOMACK: Let me rephrase my question to be
- 5 proper. You're in agreement that Art Allsworth is
- 6 representing Second Opinion Solutions at this EUO?
- 7 THE WITNESS: Yes.
- 8 MR. WOMACK: And you all understand that, Art,
- 9 while I appreciate your comments, your testimony has no
- 10 factual weight, so questions will still be asked of
- 11 Mr. Steiner regarding Second Opinion Solutions?
- MR. ALLSWORTH: Absolutely. That's why we're
- 13 here.
- MR. WOMACK: All right. Ricardo, are you
- 15 ready to dig back in?
- 16 MR. GONZALES: I'm ready to go. Mark this
- 17 one, please.
- 18 THE WITNESS: I guess for the sake of clarity,
- 19 if you're disregarding Art's comments because he's not
- 20 being examined, then perhaps I need to reiterate for the
- 21 record that we're proceeding forward in good faith that
- 22 the truth of the matters identified so that you can be
- 23 satisfied with the proper nature of this business.
- 24 You're going to ask questions about Second Opinion
- 25 Solutions; you're going to ask questions about Mark

- 1 Steiner personally, and those entities have been treated
- 2 as a single entity.
- MR. WOMACK: We'll have to get into that on a
- 4 question-by-question basis so it will be clear. But
- 5 thank you for the clarification.
- 6 (Exhibit 16 was marked for identification.)
- 7 (The witness consulted with his counsel.)
- 8 MR. ALLSWORTH: Just let Ricardo ask his
- 9 questions.
- 10 Where in the hell -- oh, here it is. Okay.
- 11 BY MR. GONZALES:
- 12 Q. Can you take a look at this document which is
- 13 marked as Exhibit 16.
- 14 A. Sure.
- 15 Q. Do you recognize this document?
- 16 A. I do.
- 17 O. What would this document be?
- 18 A. It's an account application for my personal
- 19 account.
- Q. Is there anybody else as a user of this
- 21 account besides yourself?
- 22 A. My wife.
- Q. Does this contain the signatures for the
- 24 account?
- 25 A. It does.

- 1 Q. Are the signatures on Exhibit 16 your
- 2 signature and that of your wife?
- 3 A. They are.
- Q. To your knowledge, is this the only signature
- 5 card for these accounts?
- 6 A. I would assume so.
- Q. Besides the two people that are on this
- 8 exhibit, were there any other individuals or entities
- 9 that were a signatory on this account?
- 10 A. I don't believe so.
- 11 Q. Were there any debit cards with regard to
- 12 these Wells Fargo bank accounts?
- 13 A. There are.
- 14 Q. Would you know how many?
- 15 A. No.
- 16 O. At least one?
- 17 A. Sure.
- 18 Q. More than one?
- 19 A. I would assume so, yes.
- Q. And who are the authorized users of the debit
- 21 cards for these --
- 22 A. My wife and I.
- 23 (Exhibit 17 was marked for identification.)
- MR. ALLSWORTH: Go ahead. And Mr. Gonzales,
- 25 would you please speak up. I'm kind of hard of hearing.

- 1 At age 75, I've got a little problem that way.
- MR. GONZALES: Okay, sorry about that.
- 3 BY MR. GONZALES:
- 4 Q. Do you recognize the document that was marked
- 5 as Exhibit 17?
- 6 A. I do.
- 7 O. What is this document?
- 8 A. It's an account application.
- 9 Q. An account application for what?
- 10 A. Personal account for my wife and I.
- 11 Q. Is that the account number in the middle of
- 12 the page on Exhibit 17, the first page?
- 13 A. It is.
- 14 Q. If you look at the signatures on Exhibit 17,
- is that your signature and your wife's signature?
- 16 A. It is.
- 17 Q. To your knowledge, is this the only signature
- 18 card for these accounts -- for this account?
- 19 A. I would assume so. For clarification on this,
- 20 these are the same account. This was the original. If
- 21 you look at the dates, these all were opened at roughly
- 22 the same time. When you look at the Second Opinion and
- 23 the Mark Steiner accounts, the dates are the same. All
- 24 right? Are you noting that?
- 25 Q. Yes.

- 1 A. And then at a later date, you presented
- 2 Exhibit 16, which is an account opened at a later date.
- Q. Yes.
- 4 A. The reason Exhibit 16 was opened is because it
- 5 replaced Exhibit 17 because there was fraudulent
- 6 activity on that account.
- Q. Okay.
- 8 A. So we were notified by the bank. They closed
- 9 that account and replaced it with this account.
- 10 Q. Okay. Do you recall at what time, date,
- 11 approximate, that that fraudulent activity occurred?
- 12 A. It would have been right around the date of
- 13 this opening.
- 14 Q. On Exhibit 16?
- 15 A. 16. And the debit card was compromised.
- 16 Q. So how much money, debit card usage was the
- 17 fraudulent activity, if you can recall? Was it \$1,000?
- 18 Was it \$5,000?
- 19 A. I don't know. You're familiar with banking
- 20 activity. You get notified if there has been a purchase
- 21 of fuel in another state, followed immediately by a
- 22 purchase of fuel in the local state. The card, the bank
- 23 recognizes that's probably not a likely transaction.
- This happens frequently. I think it's
- 25 happened through these accounts through the duration of

- 1 the 14 years you're asking me about, from the beginning
- 2 of this first account. So -- but to try to remember
- 3 were there two or three transactions or one transaction
- 4 or six, I don't know.
- 5 Q. But was the dollar amount a significant dollar
- 6 amount?
- 7 A. I don't know what that means. It was enough
- 8 to have Wells Fargo acknowledge probably an illicit
- 9 transaction and notify me and cancel the card and
- 10 request that we open up a new account. So that was done
- 11 at the direction of the fraud department of Wells Fargo.
- 12 Q. And were you reimbursed those funds with
- 13 regard to the fraudulent activity?
- 14 A. I believe so.
- 15 (Exhibit 18 was marked for identification.)
- 16 BY MR. GONZALES:
- 17 Q. Could you take a look at what has been marked
- 18 as Exhibit 18, please. What is Exhibit 18?
- 19 A. A list of the investors that participated in
- 20 Out of the Blue, their names and investment amounts.
- 21 Q. Did you create Exhibit 18?
- 22 A. I did.
- 23 Q. Did you provide the information that is within
- 24 Exhibit 18?
- 25 A. I'm --

- 1 MR. ALLSWORTH: Would you rephrase that?
- 2 BY MR. GONZALES:
- 3 O. The basis of the dollar amounts, the names of
- 4 the individuals, the addresses, that information, was
- 5 that provided to the Arizona Corporation Commission?
- 6 A. This document I made, and I filled in the
- 7 blanks.
- 8 Q. Where did you get the information that is
- 9 within Exhibit 18?
- 10 A. I'm not understanding the question. Where did
- 11 I get it?
- 12 Q. Exactly. This, you made this?
- 13 A. I met with this person. They gave me their
- 14 address; they gave me that number; I made a note of it.
- 15 Q. They gave you the number. You didn't see bank
- 16 activity or a check or specific -- any kind of specific
- 17 document to create this? This was just an agreement
- 18 between you and the person who was named on the list?
- 19 A. I'm not sure what you're getting at. It seems
- 20 like you're splitting hairs. I met with the investor.
- 21 We had a discussion. They determined they wanted to
- 22 make an investment. I made a note of their investment
- 23 here, deposited the money, made a -- I don't know what
- 24 you're asking. It seems self-explanatory.
- 25 Q. Since you created the information in

- 1 Exhibit 18, has anything changed with regard to it since
- 2 this document was created?
- A. Are you asking if there have been amendments?
- Q. Is this the most up-to-date list of investors,
- 5 basically?
- 6 A. Oh, it is.
- 7 Q. Are there any investors within this list --
- 8 are there any investors that are not listed here?
- 9 A. No.
- 10 Q. Okay. Can you take a look at the first line
- 11 on the document. It says Derek and Sandy Howard with an
- investment of \$100,000. What operating agreement did
- 13 they invest through, do you recall? Was it Out of the
- 14 Blue Processors I, Out of the Blue Processors II?
- 15 A. Out of the Blue Processors I.
- 16 MR. WOMACK: Can we make an agreement, I
- 17 quess? There's no official one, right? It was just the
- 18 original Out of the Blue Processors.
- 19 THE WITNESS: There's only official Out of the
- 20 Blue Processors certificates. There's not I or II by
- 21 operation. There is a delineation because when we maxed
- the amount in the original, you know, acknowledgment.
- 23 In an effort to make sure people knew they weren't being
- 24 diluted, we moved to a second block and identified it as
- 25 II, but it's not a separate entity. It's not a separate

- 1 set of rules. It's not -- there's nothing different
- 2 between the two distinctions that you're making in terms
- 3 of investment privilege.
- 4 MR. WOMACK: Except that there are two
- 5 different operating agreements. Like one that just says
- 6 Out of the Blue Processors, LLC, one that says Out of
- 7 the Blue Processors, LLC, II, or something like that.
- 8 MR. ALLSWORTH: Steve, could we go off of the
- 9 record so I could say something to you?
- 10 MR. WOMACK: I didn't quite catch his answer
- 11 to the question I just asked.
- MR. ALLSWORTH: Sure.
- 13 THE WITNESS: Let me ask you to reask the
- 14 question, but before you do that, let me go off the
- 15 record.
- 16 MR. WOMACK: No, you need to answer the
- 17 hanging question first.
- 18 THE WITNESS: I don't know what your question
- 19 is. That's why I'm asking you to reask it. And before
- 20 you ask it, since you said you didn't want to --
- 21 MR. WOMACK: It's still out there. I'll reask
- 22 it to you.
- THE WITNESS: Well, I don't understand what
- 24 you're asking.
- MR. WOMACK: Right. So I'll restate it and I

- 1 can illustrate it for you. In your previous examination
- 2 in October of 2012, Exhibit 1, which I'm showing you, is
- 3 an Operating Agreement of Out of the Blue Processors II,
- 4 LLC.
- 5 THE WITNESS: Right.
- 6 MR. WOMACK: There's also, isn't there --
- 7 THE WITNESS: I understand.
- 8 MR. WOMACK: -- Out of the Blue Processors,
- 9 LLC operating agreement?
- 10 THE WITNESS: Correct.
- MR. WOMACK: And that's what we mean by Out of
- 12 the Blue I.
- 13 THE WITNESS: Sure.
- MR. WOMACK: Are there any other operating
- 15 agreements?
- 16 THE WITNESS: No.
- MR. WOMACK: III, IV, et cetera?
- 18 THE WITNESS: No, no.
- 19 MR. WOMACK: That's all I wanted to get
- 20 clarified. And I'm sorry to interrupt that, but I think
- 21 that's what you meant, isn't it?
- THE WITNESS: Derek and Sandy Howard, which is
- 23 who you were asking about, was in Out of the Blue
- 24 Processors, LLC.
- MR. WOMACK: Art, do you still want to go off

- 1 the record?
- 2 MR. ALLSWORTH: No.
- MR. WOMACK: Okay.
- 4 MR. ALLSWORTH: We're okay.
- 5 BY MR. GONZALES:
- 6 Q. Okay. How did you receive the hundred
- 7 thousand dollars?
- 8 A. I don't recall.
- 9 Q. Would you recall whether it was one
- 10 transaction or more than one transaction?
- 11 A. Can't be certain my -- I can't be certain.
- 12 Q. Do you know if you received the money on one
- 13 day or different days with regard to if it was, you
- 14 know, one deposit or two deposits?
- 15 A. If I were quessing, which I'm kind of doing at
- 16 this point because you're asking for an extended period
- 17 of time with a lot of transactions in between, but I
- 18 would think it would have been one transaction.
- 19 Q. Was the money deposited into any of the
- 20 accounts that were mentioned above, mentioned
- 21 previously?
- 22 A. I don't believe so. I don't believe so.
- 23 Which accounts were you referring to?
- Q. Either of the -- either of these accounts that
- 25 are listed here, Exhibits 17, 16, 15, 13, and 14. Would

- 1 their money have hit one of those accounts or been
- 2 deposited into one of these accounts?
- A. If it was one of these, it would have been in
- 4 one of the Bank of America, not the Wells Fargo.
- 5 Q. Okay. Do you still need to refer to these?
- 6 A. I didn't remember if you showed me Bank of
- 7 America, so I didn't know if you were referring to Wells
- 8 Fargo, and I know I didn't go into Wells Fargo.
- 9 Q. Okay. Would having these close to you be
- 10 helpful with regard to any --
- 11 A. I don't think so.
- 12 Q. Okay. On the second line of the document,
- 13 Exhibit 18, you have SNL Associates as a hundred
- 14 thousand dollar investment. What is SNL Associates?
- 15 A. It's the entity that made the investment into
- 16 Out of the Blue.
- 17 Q. Is there a specific person you talked to with
- 18 regard to SNL Associates in order to complete this
- 19 transaction?
- 20 A. Sure, there is.
- Q. Who was that person?
- 22 A. Sean McLaughlin.
- Q. What operating agreement, again Out of the
- 24 Blue I, Out of the Blue --
- 25 A. Out of the Blue.

- 1 MR. WOMACK: If I can interrupt, you guys
- 2 are -- I'm having a hard time hearing you, Ricardo. I'm
- 3 sitting next to you. So you've got to be having a hard
- 4 time, too, Art. And you're talking over each other. So
- 5 I know we want to work through this stuff and it can be
- 6 tedious, but speak clearly, pause, answer, and then
- 7 maybe the two oldest guys in the room can keep up with
- 8 you guys.
- 9 BY MR. GONZALES:
- 10 Q. Do you recall how you received the money for
- 11 the hundred thousand dollars?
- 12 A. I don't. I would assume it was in a similar
- 13 fashion.
- 14 Q. Do you recall whether it was one transaction
- 15 or more than one transaction?
- 16 A. I don't.
- 17 Q. Do you recall if it was completed in one day
- 18 or --
- 19 A. I don't remember.
- Q. Was the money deposited into the accounts we
- 21 previously mentioned?
- 22 A. It would have been a Bank of America account.
- Q. And do you have signed documentation regarding
- 24 this investment?
- 25 A. Did I -- I don't -- I'm not sure what you're

- 1 asking with respect to that. Did I provide him with the
- 2 operating agreement?
- Q. Yes.
- 4 A. Did he sign it? I don't recall.
- 5 Q. Do you have a copy of any kind of signed
- 6 document regarding this transaction?
- 7 A. I don't -- I don't know.
- 8 Q. Take a look at the next line, which is Michael
- 9 and Andi Laney.
- 10 (Exhibit 19 was marked for identification.)
- 11 BY MR. GONZALES:
- 12 Q. Would you take a look at what has been marked
- 13 as Exhibit 19.
- MR. ALLSWORTH: I'm going to object to the
- 15 inclusion in Exhibit 19 of two pages at the rear of it
- 16 that are in bank transaction internal language, which an
- 17 ordinary person cannot look at and conclude very much
- 18 from.
- MR. WOMACK: You don't know what he's going to
- 20 ask about. We can note the objection.
- 21 MR. ALLSWORTH: That's my purpose, is to note
- 22 the objection.
- MR. WOMACK: Yeah.
- 24 MR. ALLSWORTH: If you explain to him what the
- 25 gibberish means, then he can answer the question, but --

- 1 MR. WOMACK: There's no question pending yet.
- 2 When the question comes up, if the objection is
- 3 warranted at that time, fine.
- 4 BY MR. GONZALES:
- 5 Q. Did you take a look at Exhibit 19?
- 6 A. I did.
- 7 Q. What is the first two pages of Exhibit 19?
- 8 A. It's a certificate of membership for the
- 9 Laneys' participation in Out of the Blue.
- 10 Q. Who created this document?
- 11 A. I did.
- 12 Q. Is it a document that Out of the Blue
- 13 Processors stored in the regular course of business?
- 14 A. Yes.
- 15 Q. It appears that it is for an investment of
- 16 \$70,000; is that correct?
- 17 A. Sure.
- 18 Q. Does this certificate refer to Mr. and
- 19 Mrs. Laney's investment as shown in Exhibit 18?
- 20 A. Yes, it represents their position in Out of
- 21 the Blue.
- 22 Q. The second set of documents within Exhibit 19
- 23 which begins with the name of Shane Laney --
- 24 A. Right.
- Q. -- what is this certificate of membership?

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- 1 A. It's evidence of the Laneys' holdings in Out
- 2 of the Blue.
- 3 Q. Who created this document?
- 4 A. I did.
- 5 Q. Is this a document that Out of the Blue
- 6 Processors has stored in the regular course of business?
- 7 A. Sure.
- 8 Q. It appears that it is for an investment of
- 9 \$5,000; is that correct?
- 10 A. Right.
- 11 Q. Does this certificate refer to Mr. Shane
- 12 Laney's investment identified in Exhibit 18?
- 13 (The witness consulted with Mr. Allsworth.)
- 14 THE WITNESS: No. Well, no, it represents his
- 15 position in the company, but his position was gifted
- 16 from Laneys' position, Michael and Andi's position.
- 17 Michael and Andi made a -- made an investment in Out of
- 18 the Blue, and they gifted Shane Laney that position.
- 19 BY MR. GONZALES:
- 20 Q. Okay. But the dollar value of the gift was
- 21 \$5,000?
- 22 A. That represents -- uh-huh.
- Q. The next group of documents, do you recognize
- 24 those next two pages?
- 25 A. I do.

- 1 O. What is the next --
- 2 A. Membership certificate for Rock Living Trust
- 3 for a \$10,000 position in Out of the Blue.
- 4 Q. Who is Rock Living Trust?
- 5 A. Another gift, gifted by the Laneys.
- Q. Is that a separate person or entity apart from
- 7 the Laneys, do you know?
- 8 A. It's not Michael and Andi.
- 9 Q. And as you said before, just to reiterate,
- 10 this is for, again, a \$10,000 investment or a \$10,000
- 11 share of --
- 12 A. Right.
- 13 Q. Could you take a look at the next document,
- 14 please. Now, in the middle of -- kind of sort of in the
- 15 middle of the page, there is, if you take a look at the
- 16 left side column that says Amount, \$25,000.
- 17 A. Okay.
- 18 Q. And then further on down, it says underneath,
- 19 it says ORIG, and then underneath there's a name of Andi
- 20 Laney.
- 21 A. Okay.
- 22 Q. Was this \$25,000 a transaction completing
- 23 their --
- MR. ALLSWORTH: Objection.
- 25 MR. WOMACK: He hasn't finished his question.

- 1 BY MR. GONZALES:
- Q. Would this be considered their deposit of the
- 3 membership certificates that are --
- 4 MR. ALLSWORTH: Objection.
- 5 (The lights in the room went off.)
- 6 MR. ALLSWORTH: I didn't know you had that
- 7 kind of power.
- 8 THE WITNESS: I thought I was in Nigeria.
- 9 MR. ALLSWORTH: The basis for my objection is
- 10 that a lay person looking at this has absolutely no idea
- 11 what it means or -- it's an internal bank document, and
- 12 I object to it being shown to my client, and I object to
- 13 him testifying with regard to it.
- 14 MR. WOMACK: Apart from instructing him to
- 15 take the Fifth, don't instruct him how to answer because
- 16 he needs to be the one testifying, not you, number one.
- 17 MR. ALLSWORTH: And I was not testifying for
- 18 him, Steve.
- 19 MR. WOMACK: Number two, Ricardo can ask his
- 20 question, his opinions of the piece of paper, and his
- 21 responses are free to be what he believes is true,
- 22 complete and accurate.
- 23 Ricardo, continue.
- 24 BY MR. GONZALES:
- Q. Would this \$25,000 deposit be considered a

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- 1 piece of what the investor list would say?
- 2 A. I don't know. I don't know what this document
- 3 represents. I haven't seen it until you presented it to
- 4 me. The membership certificates represent their
- 5 investment. I don't know how to correlate this
- 6 document.
- 7 Q. Okay. In order to -- when you created the
- 8 Exhibit 18 document, you said you have listed as \$70,000
- 9 for Michael and Andi Laney. Did you receive \$70,000
- 10 specifically from Michael and Andi Laney?
- 11 A. I would have to go through my records, which I
- 12 honestly don't know to what extent those exist. The
- 13 Laneys made an investment obviously early on, and then
- 14 they portioned some of that to two different entities,
- 15 the total amount being \$85,000. I don't recall if that
- 16 came in at one or more than one deposit; but later in
- 17 the process when they gifted them, we made the
- 18 modification. So this represents the end result, not as
- 19 a result of the process.
- Q. That's all I wanted to know, basically. With
- 21 regard to those two transactions, there's \$85,000, a
- 22 \$25,000 and a \$60,000. But basically, you do not have a
- 23 recollection as to how the \$70,000 --
- A. Well, 60 and 25 make the 85, which I
- 25 represented came into the Laneys, and then separately

- 1 ten and five, and there you've got seven, ten and five.
- 2 That adds up to 85.
- 3 O. So could you confirm as to whether you believe
- 4 that those two transactions, which consist of a \$25,000
- 5 transaction and a \$60,000 transaction, equate to the
- 6 \$70,000 investment, the \$10,000 investment, and the
- 7 \$5,000 investment?
- 8 A. Because I don't know what this is, I don't
- 9 want to comment on this, because I don't know what it
- 10 is. I mean it comes from Bank of America, and it
- 11 represents a 25 and a 60 and that adds up to 85.
- 12 I'm telling you my recollection is Andi Laney
- 13 and Michael Laney made an \$85,000 investment in Out of
- 14 the Blue, and then subsequent to that, after that, they
- 15 parsed out two gifts, ten and five, to those people, and
- 16 that's represented in Exhibit 19, for Michael and Andi
- 17 Laney for 70, Shane Laney for five, and Rock Living
- 18 Trust for ten, and that collectively adds up to 85,
- 19 which would be consistent with that 85 that they were
- 20 acknowledged to invest. Now, how that 60 and 25 relates
- 21 to that, I can't speak to that now.
- Q. Did the Laneys invest any other money besides
- 23 the \$85,000 that --
- 24 A. Not that I recall.
- Q. Next on the list we have Bryce and Laurel

- 1 Petersen, and we are looking back at Exhibit 18.
- 2 A. Uh-huh.
- 3 Q. They are listed as investing \$70,000. What
- 4 operating agreement, again, Out of the Blue, Out of the
- 5 Blue II --
- 6 A. I believe it to be Out of the Blue.
- 7 Q. Do you recall how you received that money?
- 8 A. No.
- 9 Q. Do you recall whether that would be one
- 10 transaction or more than one transaction?
- 11 A. Don't recall.
- 12 Q. Do you recall whether that would be -- whether
- 13 you received the money on one day or on different days?
- 14 A. I really don't recall.
- 15 Q. Was the money deposited into any of the
- 16 accounts previously mentioned?
- 17 A. It would have been one of those, I'm sure.
- 18 Q. And ask this again. Do you have any side
- 19 documentation regarding this financial transaction?
- 20 A. This was the documentation I sent out when we
- 21 did the investment, and then the execution of that, they
- 22 would have to send back, so I don't know if I have a
- 23 copy of it being sent back.
- Q. The next individuals on the list, Jack and
- 25 Jeanne Shell.

- 1 A. Yes.
- Q. They invested \$50,000. What operating
- 3 agreement did they invest in?
- 4 A. It would have been Out of the Blue.
- 5 Q. Do you recall how you received that money?
- 6 A. No.
- 7 Q. Do you recall if it was one transaction or
- 8 more than one transaction?
- 9 A. No.
- 10 Q. Do you recall if it was on one day or on
- 11 different days?
- 12 A. I don't recall.
- Q. Was the money deposited to any of the accounts
- 14 previously mentioned?
- 15 A. I would assume one of the Bank of America.
- 16 Q. Do you have signed documentation regarding
- 17 this investment?
- 18 A. I have the same documentation for all of them.
- 19 Q. The next line says Southridge Investments,
- 20 LLC.
- 21 A. Right.
- Q. It is listed as an investment of \$80,000.
- 23 What operating agreement did they invest through, Out of
- 24 the Blue or Out of the Blue II?
- 25 A. I'm just going off recollection; I would say

- 1 probably Out of the Blue.
- Q. What is Southridge Investments, LLC?
- 3 A. A business in Idaho.
- Q. Do you know whose business it is in Idaho?
- 5 A. His name is Sean.
- 6 Q. Do you recall the last name?
- 7 A. If you give me a second. I would have to go
- 8 through notes to remember his last name.
- 9 Q. Do you recall how you received the \$80,000
- 10 investment?
- 11 A. I don't.
- 12 Q. Do you recall whether it was in one
- 13 transaction or more than one transaction?
- 14 A. I don't.
- 15 Q. Do you recall whether you received the money
- on one day or on different days?
- 17 A. I don't.
- 18 Q. Was the money deposited into any of the
- 19 accounts that we have previously mentioned?
- 20 A. I would assume so.
- Q. And do you have the signed documentation
- 22 regarding this investment?
- 23 A. I have the same documentation for everybody;
- 24 everybody got the same documentation. Whether they
- 25 signed it and sent it back to me, I don't know

- 1 specifically.
- Q. The next line on the statement, on the
- 3 investor list says Robert L. Kocks as investing \$50,000.
- 4 Do you recall what operating agreement he invested
- 5 through? In Out of the Blue or Out of the Blue II?
- 6 A. I don't remember. I would have to look.
- 7 Q. Do you recall how you received the \$50,000?
- 8 A. I don't.
- 9 Q. Do you recall whether it was in one
- 10 transaction or more than one transaction?
- 11 A. I would assume one, but I'm not a hundred
- 12 percent certain.
- 13 Q. Do you recall whether you received -- if it
- 14 was more than one transaction, do you recall whether you
- 15 received the money on one day or on different days?
- 16 A. I don't recall.
- 17 Q. Was the money deposited to any of the accounts
- 18 that we have previously mentioned?
- 19 A. Yeah, I would believe that was in one of
- 20 those, yeah.
- 21 Q. And do you have the signed documentation
- 22 regarding this?
- 23 A. I would have to check.
- Q. The next line is Mitchell and Natalie Layton

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25 as investing \$100,000. Do you recall what operating

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- 1 agreement that they invested through?
- 2 A. I believe Out of the Blue.
- Q. Do you recall how you received the money for
- 4 this investment?
- 5 A. No.
- 6 Q. Do you recall if it was in one transaction or
- 7 more than one transaction?
- 8 A. I believe it was one transaction.
- 9 Q. Do you recall whether the money was deposited
- 10 to any of the accounts we have previously mentioned?
- 11 A. I'm sure it was.
- 12 Q. And do you have signed documentation regarding
- 13 this investment?
- 14 A. With respect to all of the questions about
- 15 signed documentation, I can tell you that it was sent
- 16 out and that many of them sent them back, but I don't
- 17 know specifically for each one of those if theirs is
- 18 executed or not. If they sent it back to me is what I
- 19 mean. This is a record for them to say this is your
- 20 investment; you've got it. I've got it noted, and that
- 21 was it.
- 22 MR. WOMACK: The reason why he's requesting
- 23 that is we've asked for documents like that and we
- 24 haven't received them. So if some of them signed the
- 25 operating agreement where they're supposed to sign and

- 1 sent it back, we don't have them, and we've asked for
- 2 them. So he's assuming they didn't.
- This will be one of my notes. If you could go
- 4 back through your records, make copies of and send to us
- 5 those signature pages --
- 6 THE WITNESS: Okay.
- 7 MR. WOMACK: -- that you have. That's why
- 8 he's asking.
- 9 THE WITNESS: No, I understand. I guess we're
- 10 going to go through all of them and it's going to be the
- 11 same answer. I don't know if it came in one or two.
- 12 It might help you to understand that for all
- 13 intents and purposes this is a living document, and so
- 14 if Derek and Sandy Howard put in another thousand
- 15 dollars, then I would go and I would reflect \$101,000,
- 16 and I would send them out a new certificate that said
- 17 \$101,000. Does that make sense?
- 18 MR. WOMACK: It does.
- 19 THE WITNESS: And so then I hit Save, and then
- there is no \$100,000, if that makes sense.
- 21 MR. WOMACK: Part of Ricardo's job is to
- 22 account for the transactions. And not all of the
- 23 information we have, because we don't have every copy of
- 24 this that you've just described, can we account for.
- 25 And so these questions are getting at how does what we

- 1 have, for example with the Laneys, two deposits result
- 2 in three investments.
- I don't mean to put words into your mouth,
- 4 Ricardo.
- But that's what this process is. He doesn't
- 6 need to keep asking about the signed documents because
- 7 we're agreeing that you're going to produce what signed
- 8 pages you have.
- 9 THE WITNESS: Yes, I provided an operating
- 10 agreement. They're all the same. I mean the content is
- 11 the same in the operating agreement, and I gave you a
- 12 copy of the, whatever this is, the membership
- 13 certificate. And so you're asking for the individually
- 14 signed documentation?
- 15 MR. WOMACK: Correct. For example, in
- 16 Exhibit 1 -- and it's my understanding that the
- 17 operating agreements are functionally similar -- the
- 18 last page includes signature lines for the various
- 19 investors. But we've not received signatures from the
- 20 various investors. So I'm asking that you produce
- 21 those.
- THE WITNESS: Okay. So let me give you some
- 23 clarification on this, also. Early on, as I say, this
- 24 was a living deal. So in day one, there was only Derek
- 25 and Sandy Howard. Right? And theirs would have been

- 1 the only name on the list. And then when SNL Associates
- 2 comes on, then you're going to have two. Are you with
- 3 me on this?
- 4 MR. WOMACK: I am.
- 5 THE WITNESS: And then three. And then there
- 6 was a point, and I don't know at what point, and also at
- 7 the beginning, their name was included in, like this,
- 8 right?
- 9 MR. WOMACK: On the first page of the
- 10 operating agreement?
- 11 THE WITNESS: Right. So it included who was
- 12 participating, and then it had their signature name.
- 13 And then at one point, and I don't recall the specifics
- 14 of it, only that somebody said I would prefer not to
- 15 have my information in the operating agreement with all
- 16 the other people. So we made a reference to an investor
- 17 list, right? And then had individual pages.
- And so nothing changed with the content other
- 19 than that the names of the participants were not known
- 20 to all the other participants necessarily as in a
- 21 growing deal. And you have copies of both. Some like
- 22 this, and a master that doesn't have anybody's name in
- 23 it.
- MR. WOMACK: But we don't have every copy, and
- 25 we've asked for all the documents. So to the extent

- 1 that you have any documents you haven't produced --
- THE WITNESS: If you want me to give you this
- 3 same document this many times --
- 4 MR. WOMACK: If it has changed, then yes.
- 5 THE WITNESS: This is what I'm telling you.
- 6 Well, I can't. Because, as I said, like on the Howards,
- 7 if I change it from 100 to 101, then now there is no
- 8 document that has 100 on it, if that makes sense. If
- 9 I -- this was version 1, and then version 2 did not
- 10 include these names, then version 2 isn't kept
- 11 separately from version 1.
- MR. WOMACK: What did you do with version --
- 13 and the "this" we're talking about is Exhibit 1, right?
- 14 THE WITNESS: I'm just being hypothetical.
- 15 I'm not referring to this, per se.
- MR. WOMACK: Okay. So to the operating
- 17 agreements, what did you do with the previous -- well,
- 18 for example, Exhibit 1, the first two investors listed
- 19 here, if I can read upside down, are David Steiner and
- 20 Second Opinion Solutions. Was there an operating
- 21 agreement that just had David Steiner and nobody else?
- 22 THE WITNESS: No.
- 23 MR. WOMACK: See, if it was an evolving
- 24 document, what did you do with the previous documents?
- THE WITNESS: Changed it, saved.

- 1 MR. WOMACK: You didn't save a hard copy?
- THE WITNESS: I'm sure you have discovered at
- 3 this point in the process that my record keeping
- 4 probably is not as ideal as you would like it to be.
- 5 MR. WOMACK: I'm not going to evaluate that.
- 6 I just need to know whether there is a hard copy.
- 7 THE WITNESS: I'm sure you already have. No.
- 8 MR. WOMACK: Are there hard copies of those
- 9 signature pages to the extent that the investors
- 10 returned them?
- THE WITNESS: So if this individual signed
- 12 this and sent it back to me, then I would have this page
- 13 with none of these signatures, right? And then if this
- 14 individual signed, then I might have this line signed,
- 15 this one blank, and all the others blank, right?
- 16 MR. WOMACK: I understand that. But you've
- 17 not provided any of those pages.
- 18 THE WITNESS: I didn't know you wanted any of
- 19 those pages. You asked for an operating agreement; I
- 20 gave you that.
- MR. WOMACK: I think we asked for all of the
- 22 operating agreements. But I'll clarify today. If you
- 23 could provide all the -- let's not talk over each other.
- I'll clarify today.
- 25 THE WITNESS: I understand what you're asking.

- 1 MR. WOMACK: If you'll provide all the
- 2 signature pages. I don't believe -- I pause because I'm
- 3 trying to recall whether there was a section in this one
- 4 or the first one -- here we go. 2.2, the percentage of
- 5 the investments are there. I think the solution for the
- 6 evolution of the documents is, Second Opinion held the
- 7 percentage that was yet to be sold; is that correct?
- 8 THE WITNESS: That's correct. So that would
- 9 diminish.
- MR. WOMACK: So we don't need Paragraph 2.2
- 11 for everybody. But why don't you provide the signature
- 12 pages that have been sent to you?
- 13 THE WITNESS: I have no problem with that.
- 14 I've got no problem with that. And when you were
- 15 asking, so you understand my understanding of your
- 16 request, was to read the same words this many times. It
- 17 doesn't behoove me to give it to you. It's the same,
- 18 and that's what I thought you were asking for.
- 19 MR. WOMACK: You understand the subpoena is an
- 20 order. It's not a request. You don't get to decide
- 21 what and how --
- 22 THE WITNESS: I didn't read it that way. I
- 23 mean if I've got 20 copies of this, I didn't know you
- 24 wanted all 20 of these exact same copies. Do you
- 25 understand what I mean?

- 1 MR. WOMACK: I hear you. I think we're going
- 2 to resolve that by your providing the signature pages.
- 3 THE WITNESS: I don't have any problem
- 4 providing you the signature pages I have.
- MR. WOMACK: So you don't have to continue to
- 6 ask him about the signatures.
- 7 THE WITNESS: I didn't have an intention not
- 8 to comply. You understand? I mis -- I understood that
- 9 to be give me an operating agreement. There it is. So
- 10 now you can read the content of the operating agreement.
- 11 That's what I thought you were looking for.
- MR. WOMACK: I hear what you're saying. I
- 13 think it will be resolved with the signature pages. I
- 14 do have some later, after Ricardo does his thing, some
- 15 questions regarding the various operating agreements.
- 16 We'll touch on it a little bit further. But I don't
- 17 think we'll need to go much more into detail than we've
- 18 just gone.
- 19 Why don't we take a break, since we've kind of
- 20 hopped off the line of questions for a moment. We'll
- 21 take a few minutes to go to the bathroom.
- 22 Ricardo, if I could talk to you for a second,
- 23 and we're off the record.
- 24 (A recess ensued from 11:25 a.m. to
- 25 11:33 a.m.)

- 1 MR. WOMACK: We're back on the record.
- 2 Mr. Steiner, do you understand you're still
- 3 under oath?
- 4 THE WITNESS: I do.
- 5 MR. WOMACK: Mr. Gonzales.
- 6 (Exhibit 20 was marked for identification.)
- 7 BY MR. GONZALES:
- 8 Q. Have you taken a look at Exhibit 20?
- 9 A. Yes, I have.
- 10 Q. What is Exhibit 20?
- 11 A. Membership certificate for a position in Out
- 12 of the Blue.
- 13 Q. Who created this document?
- 14 A. I did.
- 15 Q. Is it a document that Out of the Blue
- 16 Processors stored in the regular course of business?
- 17 A. Yes.
- 18 Q. It appears to be for an investment of \$20,000?
- 19 A. Right.
- Q. Whose investment is it?
- 21 A. David Antestenis.
- MR. WOMACK: Could you spell that for me,
- 23 please?
- THE WITNESS: A-N-T-E-S-T-E-N-I-S.
- 25 BY MR. GONZALES:

- 1 Q. In my review of the bank documents, I don't
- 2 have a record of David A, shall we say, since I can't
- 3 pronounce his name?
- 4 A. I don't think he can either.
- 5 O. Do you recall what date he invested?
- 6 A. No.
- 7 Q. Do you recall what account the money was
- 8 deposited into?
- 9 A. I don't.
- 10 Q. And do you recall under -- do you recall
- 11 whether it was cash or wire or --
- 12 A. In his case I remember it being a check.
- 13 Q. Check. Back on Exhibit 18, if we can take a
- 14 look at the line of, the first line of Rolle Youell
- 15 Hogan. Y-O-U-E-L-L, Hogan. Rolle is R-O-L-L-E. And it
- 16 has an amount of \$308,000; is that correct?
- 17 A. I see the line you're referring to.
- 18 Q. Further on down on Exhibit 18 his name is
- 19 duplicated again?
- 20 A. Right.
- Q. And there are two additional amounts of
- 22 \$50,000 and \$20,000. Are those additional investment
- 23 amounts?
- A. They are, for a total of 378.
- Q. The initial amount of \$308,000, was that one

- transaction or more than one? 1
- 2 Α. More than one.
- 3 Was the \$50,000 after the \$308,000? Q.
- 4 Α. Not necessarily.
- And was the \$20,000 after the --5 Q.
- 6 Α. Not necessarily.
- 7 So, in essence, you are saying now that Rolle Q.
- Hogan has invested \$378,000? 8
- 9 Α. Well, it has been modified to Rolle Hogan.
- Once again, as you see over on the right, it was 10
- 11 originally Cachaca Holdings, and then that has since
- 12 been dissolved. So the ownership of Out of the Blue was
- renoted as being Rolle as opposed to Cachaca. 13
- 14 When that occurred, speaking of Cachaca
- Holdings dissolving, did you receive documentation 15
- 16 regarding that change in --
- 17 Α. The dissolutionment?
- 18 Q. Yes.
- 19 Α. I did.
- 20 Q. Did you create a new membership agreement?
- I did. 21 A.
- And then can we get a copy of the new 22 Q.
- 23 membership agreement?
- 24 Α. Yes.
- 25 If we can go back to Exhibit 18, if we can Q. COASH & COASH, INC. (602) 258-1440 www.coashandcoash.com

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- 1 look at the line that's underneath Mr. Hogan's name,
- 2 Patricia Riddle.
- 3 A. Okay.
- 4 Q. In the first column that has numbers in it
- 5 there is an amount of \$75,000.
- 6 A. Right.
- 7 Q. In the second column, which the column says
- 8 Additional Investment, there is an additional amount of
- 9 \$20,000; is that correct?
- 10 A. Correct.
- 11 Q. Do you recall when that \$20,000 was invested?
- 12 A. I would have to guess. I don't know.
- 13 Q. Do you recall whether it was a check or a wire
- 14 or how the money --
- 15 A. I don't know. I don't know.
- 16 Q. Do you have -- as you had stated previously
- 17 when there were any changes with regard to a person or
- 18 entity's investment amount, you would create a new
- 19 certificate of membership with the new amount regarding
- 20 that person or that entity's investment. So do you have
- 21 a new or adjusted certificate of membership with regard
- 22 to --
- 23 A. I will look and see what I have, because it
- 24 can be one of two ways. It could be 70 or 75, I guess,
- 25 with a second one for 20, or it could be 95. Do you

- 1 understand? So I'll check and see if there's a 75 and a
- 2 20 or a 95. I'll check.
- 3 Q. And that would be the same for the person who
- 4 was underneath Ms. Riddle, Sylvia Anderson. She has,
- 5 again, an additional investment of \$75,000; is that
- 6 correct?
- 7 A. She had a 75,000 and then an additional 20.
- 8 Q. If there is another document --
- 9 A. It would be the same.
- 10 Q. Do you recall whether that one was wire or
- 11 check or cash?
- 12 A. I don't know. Are you asking for copies of
- 13 those?
- 14 Q. Yes, please.
- 15 (Exhibit 21 was marked for identification.)
- 16 BY MR. GONZALES:
- 17 Q. Could you take a look at what is marked as
- 18 Exhibit 21. What is that Exhibit 21?
- 19 A. Certificate of membership for Out of the Blue
- 20 for Sue Painter.
- Q. For what amount?
- 22 A. \$110,000.
- Q. Who created this document?
- 24 A. I did.
- 25 Q. Is it a document that Out of the Blue

- 1 Processors stored in the regular course of business?
- 2 A. It is.
- O. This document refers to Sue Painter's \$110,000
- 4 investment as shown in Exhibit 18; is that correct?
- 5 A. Right.
- 6 O. After I reviewed the bank documents, I only
- 7 located a \$50,000 deposit for Suzanne Painter, which
- 8 would leave us a deficit of \$60,000. Do you recall what
- 9 date she made the \$60,000 investment?
- 10 A. I don't remember the specific date.
- 11 Q. Do you recall into what account those monies
- were deposited into?
- 13 A. No. No. I don't.
- 14 Q. Do you have any documents that would support
- 15 the \$110,000 investment?
- 16 A. I do. I have this document. She made her
- 17 investment partially with, I believe -- I don't know the
- 18 format of it, but a \$50,000 investment, and then she had
- 19 an investment that came from an account that was wired
- 20 in that was actually 60,000 and some change from a
- 21 transfer, so -- from an insurance, like an IRA maybe or
- 22 an insurance something that was transferred in.
- 23 And so her official -- when this was put
- 24 together, there was the expectation that she would give
- 25 the 50 and transfer the 60. What ultimately transferred

- 1 was 60,000 and some odd dollar amount, whatever that is.
- 2 So there is a document here that reflects the 110 and
- 3 some dollars. I guess you'll want that.
- 4 Q. Yes. And you did see two separate
- 5 transactions occurring, one for 50 and one for 60,000
- 6 and change, correct?
- 7 A. Right. We met. We talked what we were going
- 8 to do, that kind of thing. And like I say, I don't
- 9 remember the specifics of how the 50 was or even
- 10 specifically the 60, except that it was, you know,
- 11 through the process of transferring back, and then what
- 12 was supposed to have been sent was 60.
- What ultimately was sent was 60 and some, you
- 14 know, I don't know if it was 61 or 60 and 300, but some
- 15 bizarre number. And that just was from the part, when
- 16 they filled out the paperwork to transfer the money,
- 17 somehow that was the number that was transferred as
- 18 opposed to 60.
- 19 So we had a conversation, do you want the some
- 20 odd change back or just want to hold the 110 and some
- 21 change number. And so we agreed on the 110 and some
- 22 change number. But this was done at the time of the
- 23 anticipated 110, if that makes sense.
- 24 Q. Okay.
- A. And so when it cleared through and actually

- 1 was a modest amount more than that, there's one of these
- 2 that represents the odd amount. Well, the full amount,
- 3 110 and some change.
- 4 Q. Okay.
- 5 (Exhibit 22 was marked for identification.)
- 6 BY MR. GONZALES:
- 7 Q. Could you take a look at Exhibit 22.
- 8 A. Sure.
- 9 Q. What does Exhibit 22 represent?
- 10 A. A certificate of membership for Out of the
- 11 Blue Processors.
- 12 Q. Is it one certificate of membership or two
- 13 certificates of membership?
- 14 A. Well, there's one for 120 and there's one for
- 15 \$25,000.
- 16 Q. In the initial one, who was the certificate of
- 17 membership for?
- 18 A. David H. Steiner.
- 19 O. And what is the amount?
- 20 A. \$120,000.
- Q. And for the second certificate of membership,
- 22 who is that for?
- 23 A. David Steiner.
- Q. What is the amount for that one?
- 25 A. \$25,000.

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- 1 Q. Who created these two documents?
- 2 A. I did.
- 3 O. Is it a document that Out of the Blue
- 4 Processors stored in the regular course of business?
- 5 A. Yes.
- Q. Now, according to these documents, Mr. David
- 7 Steiner invested \$120,000 and \$25,000. After a review
- 8 of the bank documents, I have only located deposits
- 9 totaling \$120,000, two separate deposits, one for
- 10 \$100,000 and one for \$20,000. Do you recall on what
- 11 date did Mr. Steiner make the \$25,000 investment?
- 12 A. I don't know. I wouldn't be able to tell you.
- Q. Do you recall into what accounts those funds
- 14 were deposited in?
- 15 A. No, other than the ones you presented.
- Q. And looking back to Exhibit No. 18 where there
- 17 are two lines after the name of Sue Painter, the initial
- 18 line says D. Steiner for \$25,000; is that correct?
- 19 A. Right.
- 20 Q. And underneath that there is a DHS DBP,
- 21 \$120,000. Does that \$120,000 refer to the first
- 22 certificate of membership, right?
- 23 A. The DBP is the -- referring to that.
- Q. So defined benefit and pension plan is DBP, or
- 25 short for DBP?

- 1 A. Uh-huh.
- Q. In the line that is -- that we spoke
- 3 previously that says D. Steiner --
- 4 A. Right.
- 5 O. -- there is an additional amount of \$50,000 as
- 6 an investment.
- 7 A. Right.
- 8 Q. Do you have, again as the same with Ms. Riddle
- 9 and Ms. Anderson, do you have additional documentation
- 10 regarding that \$50,000?
- 11 A. Yes.
- 12 Q. Do you have any kind of financial
- 13 documentation regarding the \$50,000, a check? Was it a
- 14 wire? Was it cash?
- 15 A. I would assume it was a wire, but I would --
- 16 Q. Do you recall what date the \$50,000 investment
- 17 was made?
- 18 A. No.
- 19 Q. Do you recall what account that would have
- 20 gone to?
- 21 A. It would have been a Wells Fargo account.
- 22 O. A Wells Fargo account, okay.
- Underneath, on Exhibit 18 underneath the line
- 24 that says DHS and DBP, there is a Zackarilly. I assume
- 25 I'm pronouncing that right. What is Zackarilly?

- 1 A. It is the entity that the individual used to
- 2 hold his position in Out of the Blue.
- 3 Q. Who is the individual behind or who owns
- 4 Zackarilly?
- 5 A. Daryl Ramsayer.
- 6 Q. And then a couple lines down there is a line
- 7 with a G-M-E-L-I-C-H. Gmelich, I'm assuming?
- 8 A. Sure.
- 9 Q. Who or what is Gmelich?
- 10 A. It's a family trust. It was a Gmelich family,
- 11 investing through their family trust.
- 12 Q. So it is based off of individuals. It's not a
- 13 company name?
- 14 A. It's a family trust.
- 15 Q. If we look after the initial subtotal of
- 16 1.8 million, there is a Raymond J. Flores and/or Rebecca
- 17 Flowers having invested \$50,000. What operating
- 18 agreement did they invest through?
- 19 A. I would have to look, but I'm assuming it's
- 20 the II, Out of the Blue II.
- Q. And do you have copies of that operating
- 22 agreement or certificate?
- 23 A. This?
- 24 Q. Yes.
- 25 A. Yes. So you need those?

- 1 Q. Yes, please.
- 2 A. I guess you want both of them, because right
- 3 underneath is the opposite.
- 4 Q. Yes.
- 5 MR. WOMACK: Just for the record, when you
- 6 said "this," you were pointing to a certificate of
- 7 membership and you were talking about copies of
- 8 certificates of membership. That's what you have?
- 9 THE WITNESS: That's what I pointed to and
- 10 that's what I have, and I'm guessing that's what you
- 11 want.
- MR. GONZALES: Yes.
- MR. WOMACK: Right, thank you.
- 14 BY MR. GONZALES:
- 15 Q. In addition to the certificates of membership,
- 16 any kind of documentation regarding how the investment
- 17 was made, whether it was a wire, a check or cash?
- 18 A. I don't know. I don't know.
- 19 Q. You don't recall. Are these the same
- 20 individuals?
- 21 A. Flowers and Flores?
- 22 Q. Yes.
- 23 A. Yes.
- Q. Just for the record, why are the names
- 25 inverted?

- 1 A. That's how they wanted it. That's what they
- 2 said. They said I want one Raymond Flores with Rebecca
- 3 as a subordinate or second in position, and then I want
- 4 one with Rebecca Flowers first and Raymond Flores
- 5 second. And I said that's fine.
- Q. The line underneath that, there is a Cary
- 7 Steiner --
- 8 A. Right.
- 9 Q. -- having invested \$80,000. In what operating
- 10 agreement did Cary Steiner invest?
- 11 A. I'm assuming that's in the II, also.
- 12 Q. Do you recall how you received the 80,000
- 13 investment? Was it a wire, a check?
- 14 A. I don't recall. I'm guessing it was probably
- 15 a wire, but I don't know for certain. He's out of
- 16 state, so I'm assuming it was a wire. I would have to
- 17 check.
- 18 Q. Do you recall whether that was in one
- 19 transaction or more than one transaction?
- 20 A. Not a hundred percent. Suspecting it's one.
- Q. Was the money deposited into any of the
- 22 accounts we have here?
- 23 A. The Wells Fargo.
- Q. And do you have any documentation regarding
- 25 the --

- 1 A. The same that I have for all the others.
- Q. Could you get that to us as well.
- 3 The next line is for a Duke Cowley --
- 4 C-O-W-L-E-Y, first name Duke, D-U-K-E -- having invested
- 5 \$25,000; is that correct?
- 6 A. Right.
- 7 Q. What operating agreement did Mr. Cowley --
- 8 A. It would be the one referenced, II.
- 9 Q. Do you recall how you received that money?
- 10 Wire, check?
- 11 A. I don't remember. I'll have to -- I don't
- 12 know.
- 13 Q. Do you recall whether it was in one
- 14 transaction or more than one transaction?
- 15 A. I'm pretty sure it was one.
- 16 Q. Was the money deposited into any of the
- 17 accounts we previously --
- 18 A. The Wells Fargo.
- 19 Q. Again, do you have the documentation, the
- 20 certificate of membership?
- 21 A. Same certificate, yes. Are you not seeing
- 22 this? Is this why you're asking about these?
- Q. I mean in this whole process that we've gone
- 24 through, there's some --
- 25 A. You've asked for some and not others.

- 1 Q. Right. Right. So basically the ones that we
- 2 haven't seen, if we could, if there's any way you can
- 3 get that information to us.
- A. That's why you're identifying these, because
- 5 they're the ones you haven't seen, I'm guessing.
- 6 Q. Right, they don't correspond to whatever list
- 7 you have here.
- If we move on to Trend, who or what is Trend?
- 9 A. It's a Canadian company.
- 10 Q. Do you speak to an individual regarding to
- 11 Trend's investment?
- 12 A. I do.
- Q. What is that person's name?
- 14 A. Ray Pine.
- 15 Q. What operating agreement did Trend invest
- 16 through?
- 17 A. I'm assuming II. I would have to check. I
- 18 don't know for certain.
- 19 Q. That is for an investment of \$250,000; is that
- 20 correct?
- 21 A. Right.
- Q. Do you recall how you received the \$250,000?
- 23 A. I would assume it's a wire. I would have
- 24 to -- I mean I would have to check again. And it went
- 25 into a Wells Fargo account.

- 1 O. Okay. Do you recall whether it was one
- 2 transaction or more than one transaction?
- 3 A. I don't know for certain.
- Q. And again, do you have the documentation
- 5 regarding Trend's --
- A. I already made a note to get you that
- 7 documentation.
- Q. Okay. We already -- the next person I would
- 9 like to go over on Exhibit 18 is a Henry Clay as having
- 10 an investment of \$35,000.
- 11 A. Okay, sure.
- 12 Q. What operating agreement did he invest --
- 13 A. I'm guessing II.
- 14 Q. Do you recall how you received that money?
- 15 A. Wire.
- 16 O. Was it one transaction or more than one
- 17 transaction?
- 18 A. I'm pretty sure it was one.
- 19 Q. As before, was the money deposited into the --
- 20 A. Wells Fargo.
- 21 Q. Okay. And then the documentation --
- 22 A. His came through a retirement structure, also.
- 23 Maybe that's why you're not seeing it that way.
- MR. WOMACK: Do you recall the name?
- THE WITNESS: Henry Clay something.

- 1 MR. WOMACK: It wasn't like through Prudential
- 2 or something like that?
- THE WITNESS: I think it's similar to this
- 4 Vantage. There's a couple Vantage companies.
- 5 MR. WOMACK: Is that a dollar and cents
- 6 amount? It came in at an even number and not a dollar
- 7 and cents amount like Sue Painter's?
- 8 THE WITNESS: No. Sue is the one only that
- 9 was different. Because you request -- and I don't know
- 10 this for certain, so maybe I shouldn't even say
- 11 anything. But Sue must have had 60,000 and some change
- 12 in the account and said move it, and there was an
- 13 accrual of interest of some sort, I'm guessing.
- Most of the time you fill it out and you put
- 15 the number in, and that's what goes. She must have
- 16 checked the box to send it. I'm guessing. That's a
- 17 hundred percent guess, but that's really the only way
- 18 you can make that happen.
- MR. WOMACK: But with this person we may find
- 20 something in that amount in his name or in a trust or
- 21 insurance company's name for the benefit of him?
- THE WITNESS: Yeah, it will be that Vantage.
- MR. WOMACK: Okay.
- THE WITNESS: For the benefit of.
- 25 BY MR. GONZALES:

- 1 Q. The next line says Gilman Living Trust --
- 2 A. Right.
- 3 Q. -- for an investment of \$22,500?
- 4 A. Right.
- 5 O. What is Gilman Living Trust?
- 6 A. It's the Gilman family's living trust.
- 7 Q. Who is your contact with regard to the
- 8 Gilman --
- 9 A. Don Gilman.
- 10 Q. D-O-N or D-A-W-N?
- 11 A. I've always gone with D-O-N. He's a guy.
- 12 Q. It's a guy, okay.
- 13 A. His wife is Lynn.
- 14 Q. Again, what operating agreement was --
- 15 A. I'm assuming the second.
- 16 Q. Do you recall how you received the \$22,500?
- 17 A. I think that was a check.
- 18 Q. And was it in one transaction, do you recall?
- 19 A. I believe so.
- Q. And was the money deposited to the accounts
- 21 that we've seen previously?
- 22 A. Right.
- Q. Again, do you have any kind of documentation
- 24 regarding this?
- 25 A. Yes, I'll get you the same.

- 1 Q. The next line says Jamieson McDonald,
- J-A-M-I-E-S-O-N, McDonald.
- 3 A. That's right.
- 4 Q. And Barbara Moore.
- 5 A. That's right.
- 6 Q. Listed them as investing 15,000 --
- 7 A. Correct.
- 8 O. -- in the initial investment column. What
- 9 operating agreement did they invest through?
- 10 A. I'm assuming the second, also.
- 11 Q. Do you recall how you received the \$15,000?
- 12 A. I'm not a hundred percent certain, but I think
- 13 it was a check. I'm not sure.
- Q. Do you recall whether it was one transaction
- 15 or more than one transaction?
- 16 A. The 15,000 was one transaction, I believe.
- 17 Q. Was the money deposited into the accounts
- 18 we've seen before?
- 19 A. Yes.
- Q. And then do you have any kind of documentation
- 21 regarding the \$15,000?
- 22 A. I do.
- Q. And then we'll go over the next column which
- 24 has an investment of \$35,000; is that correct?
- A. Right, that's correct.

- 1 Q. And do you recall what operating agreement
- 2 that they invested through on the \$35,000?
- 3 A. I'm assuming the second, also.
- Q. Do you recall how you received the money, the
- 5 \$35,000?
- 6 A. I'm thinking a check, but I'm not a hundred
- 7 percent certain.
- Q. Do you recall whether the \$35,000 was made in
- 9 one transaction or more than one transaction?
- 10 A. I'm pretty sure it was one.
- 11 Q. And then was the money deposited into the
- 12 accounts that we've --
- 13 A. Correct.
- 14 Q. And any kind of documentation you have
- 15 regarding that investment?
- 16 A. I've got it noted, I'll give you.
- 17 Q. Okay.
- 18 A. What I have out of this is to give you the
- 19 signature pages of the operating agreements and the
- 20 people we went over, their certificates of membership.
- MR. WOMACK: Can we go off the record for a
- 22 minute?
- 23 (A recess ensued from 12:15 p.m. to 1:11 p.m.)
- MR. WOMACK: Let's go back on the record.
- Mr. Steiner, do you understand that you're

- 1 still under oath?
- THE WITNESS: I do.
- 3 MR. WOMACK: Let me say one more thing. There
- 4 were times towards the end of our last session where you
- 5 two were talking over each other, so be sure to listen
- 6 to the end of his question, and be sure to wait to ask
- 7 your question till he's answered.
- 8 THE WITNESS: Okay.
- 9 MR. WOMACK: Thank you.
- 10 BY MR. GONZALES:
- 11 Q. I want to go back on a couple of exhibits. If
- 12 you could just, to refresh your memory, this is Exhibit
- 13 13 and Exhibit 14. Those two are -- Exhibit 13 is a
- 14 Bank of America, an account for Out of the Blue
- 15 Processors, LLC, and the Exhibit 14 is for Wells Fargo
- 16 Bank, an account, bank account document for Out of the
- 17 Blue Processors, LLC.
- 18 Are there any other accounts that Out of the
- 19 Blue Processors, LLC, would have?
- 20 A. Not that I'm aware of.
- 21 MR. WOMACK: Is there anyone that would have
- 22 the authority to open an account in Out of the Blue?
- THE WITNESS: No.
- 24 BY MR. GONZALES:
- 25 Q. Before marking this as an exhibit,

- 1 Mr. Steiner, could you take -- sorry.
- 2 MR. ALLSWORTH: No problem.
- 3 BY MR. GONZALES:
- 4 Q. Could you take a look at the following
- 5 documents, and they are bank documents.
- 6 MR. ALLSWORTH: You gave me two sets of
- 7 documents. Did you intend to do that?
- 8 MR. GONZALES: Yes, yes.
- 9 MR. ALLSWORTH: Can we do one group at a time?
- MR. GONZALES: Actually, they should be all
- 11 together. Same bunch of documents.
- MR. WOMACK: Did you make a copy for him as
- 13 well?
- MR. GONZALES: No.
- MR. WOMACK: Oh, okay.
- MR. GONZALES: They're all lumped together. I
- 17 clipped most of it.
- 18 BY MR. GONZALES:
- 19 Q. We'll walk through them, so don't be in a rush
- 20 to memorize anything. The first document in the set of
- 21 documents that I just handed to you numbered ACC 002257,
- 22 could you explain to me what your idea of this document
- 23 is?
- 24 A. It's an investment amount for Cachaca Holdings
- 25 into Out of the Blue Processors.

- 1 Q. What is the amount of that?
- 2 A. \$20,000.
- 3 O. On what date?
- 4 A. July 2, 2010.
- 5 Q. Could you flip to the next document, please.
- 6 What is the next document, page 2, which is ACC 002265?
- 7 A. Similar check for \$40,000 on September 23,
- 8 2010.
- 9 Q. For?
- 10 A. \$40,000.
- 11 Q. And for who was it --
- 12 A. Cachaca Holdings, for an investment in Out of
- 13 the Blue.
- 14 Q. And the next check, which is ACC 002261?
- 15 A. An investment, a check made out to Out of the
- 16 Blue Processors from Cachaca Holdings for \$15,000 dated
- 17 August 13, 2010.
- 18 Q. We'll walk through the next one. This is ACC
- 19 002259 and 2402. They're stapled together, or at least
- 20 they should be stapled together.
- 21 If you -- the initial, if you look at the
- 22 second page, it says the purchaser is Rolf A. Heartburg;
- 23 is that correct?
- 24 A. I see that.
- Q. Would you consider -- and this is a cashier's

- 1 check in the amount of \$15,000 to Out of the Blue
- 2 Processors, and it apparently is coming from an account
- 3 in the name of Rolf A. Heartburg. Would you consider
- 4 this cashier's check to Out of the Blue Processors as
- 5 part of Cachaca Holdings, LLC, and/or Mr. Heartburg's
- 6 investment into Out of the Blue Processors?
- 7 A. Yeah. The only investment that I had from him
- 8 was in Cachaca Holdings.
- 9 Q. So this particular --
- 10 A. I would consider that to be part of Cachaca.
- 11 Is that what you're asking?
- 12 Q. Yes. Yes. This is not a separate investment
- 13 for Mr. Heartburg?
- 14 A. No.
- 15 O. Those next two documents should be stapled
- 16 together as well. If you go to the second page, it
- 17 appears that the account name is Cachaca Holdings.
- 18 Would this be a \$200,000 investment from Cachaca
- 19 Holdings that was --
- 20 A. That's what it appears to be, yes.
- Q. And it was directly deposited into Out of the
- 22 Blue Processors' account?
- 23 A. Correct.
- MS. WEISS: Mr. Gonzales, do you have a Bates
- 25 number for what you're referencing?

- 1 MR. GONZALES: Yes, it is. We are looking at
- 2 two pages. It is ACC 000836 and 837. Sorry about that.
- 3 BY MR. GONZALES:
- 4 O. The next document, which is ACC 000835, could
- 5 you look at that document and explain to me what that
- 6 document appears to be.
- 7 A. Appears to be a cashier's check made to Out of
- 8 the Blue Processors from Cachaca Holdings for \$11,600,
- 9 dated on March 29, 2011.
- 10 Q. Take a look at the next document, please, ACC
- 11 000834. Could you explain to me what this document is?
- 12 A. Appears to be a cashier's check for Out of the
- 13 Blue Processors from Cachaca Holdings for \$26,400.
- 14 Q. The final document, and these two should be
- 15 stapled together again, ACC 000647 and 6488. On the
- 16 second page, if you would look at the second page, it
- 17 says the account, the amount withdrawn was \$50,000 and
- 18 the account holder or the account is named Rolf
- 19 A. Heartburg; is that correct?
- 20 A. That's what it reads, yes.
- Q. And would you consider this \$50,000 as an
- 22 investment amount into, as Cachaca and/or Rolle Hogan's
- 23 investment into Out of the Blue Processors?
- 24 A. At the time it was Cachaca. Everything went
- 25 to Cachaca, Cachaca Holdings.

- 1 Q. Could you just do me a favor and just add up
- 2 and -- make sure everything seems to be in order. If
- 3 you could add those up together and come up with an
- 4 amount. Take your time.
- 5 A. \$378,000.
- Q. The \$378,000 that is in these following
- 7 documents, would you consider those as the investment of
- 8 initially Cachaca Holdings, LLC, and now currently Rolle
- 9 Hogan's investment?
- 10 A. It appears that that's what that is.
- MR. WOMACK: Going to mark it as an exhibit?
- MR. GONZALES: Okay. I would like to submit
- 13 that as Exhibit 23.
- 14 (Exhibit 23 was marked for identification.)
- 15 BY MR. GONZALES:
- 16 Q. If you would look again at Exhibit 18, just to
- 17 confirm that we are talking about the investment which
- 18 is on Exhibit 18 as two separate lines for Rolle Hogan,
- 19 which is 308,000 in the first line, \$50,000 in the
- 20 second line, and an additional \$20,000 investment in the
- 21 second column in the second line?
- 22 A. Right.
- 23 Q. That would be \$378,000?
- 24 A. That's correct.
- 25 (Exhibit 24 was marked for identification.)

- 1 BY MR. GONZALES:
- Q. Take a look at Exhibit 24. Go ahead and take
- 3 your time and just go through them.
- 4 On Exhibit 24, you could take a look at the
- 5 first check which is ACC 002282. It appears to be a
- 6 cashier's check written to a William B. Lunsford. Did
- 7 you initiate this transaction?
- 8 A. I don't know. Is my name on there?
- 9 Q. If you would look at the middle of the check,
- 10 it says remitter, Out of the Blue Processors, LLC.
- 11 A. Sure.
- 12 Q. So this is something that you would have
- initiated through one of the Out of the Blue accounts?
- 14 A. Correct.
- 15 Q. Why was this check written to him?
- 16 A. I don't know.
- 17 Q. Do you have any invoice or invoices that would
- 18 state why you're paying Mr. Lunsford \$10,000 on, it
- 19 appears to be March 26, 2008?
- 20 A. I don't.
- 21 Q. Take a look at the second page of that. The
- 22 next is a cashier's check written out to Lunsford
- 23 Consulting, and again the remitter says Out of the Blue
- 24 Processors, LLC. Do you recall whether you initiated
- 25 this transaction as well?

- 1 A. I'm assuming I did.
- Q. And the amount is for \$60,000.
- 3 A. Correct.
- 4 Q. Why was this check written to Lunsford
- 5 Consulting?
- 6 A. I don't know the absolute reason.
- 7 Q. Do you have any invoice or invoices that
- 8 would, you could get stating why you were making this
- 9 payment?
- 10 A. I don't have any invoices from that.
- 11 Q. Flip to the next page. This one is a bank
- 12 document that was produced. It is a wire transaction,
- 13 wire transfer in the amount of \$184,000. If you would
- 14 look at the second column, basically right here, on this
- 15 line here, it says Linsford Consulting. Would you
- 16 consider that actually Lunsford Consulting, or is there
- 17 a separate entity called Linsford Consulting?
- 18 A. I'm not aware of a Linsford. Might have been
- 19 Lunsford.
- Q. Do you recall whether you initiated this
- 21 transaction?
- 22 A. I'm sure I did.
- Q. Do you recall as to why you initiated this
- 24 transaction?
- 25 A. Not specifically.

- 1 Q. Would there be any invoice or invoices that
- 2 you were given regarding why -- giving you a reason to
- 3 make this payment?
- 4 A. I don't have an invoice, no.
- 5 Q. Go to the next page. The next page is again a
- 6 wire transfer document from a Bank of America account.
- 7 If you would again look at the second column again --
- 8 A. Right.
- 9 Q. -- it says Lunsford Consulting, Limited. Did
- 10 you initiate this transaction?
- 11 A. It appears that I did.
- 12 Q. Do you know if it was sent to Lunsford
- 13 Consulting, Limited?
- 14 A. The specific reasons for sending money to
- 15 Lunsford Consulting in Hong Kong is because that's where
- 16 Lunsford was located in the Lunsford Consulting business
- 17 that we're doing.
- 18 So this is consistent, all of these, you know,
- 19 when you said do you have invoices for that, no, I don't
- 20 have an invoice, but the funding of Lunsford through Out
- 21 of the Blue has been the plan from the very beginning.
- 22 And we had an agreement to raise a certain amount of
- 23 capital to fund Lunsford Consulting. The entity for
- 24 raising the capital was Out of the Blue.
- So what you're seeing on all of these was

- 1 raising the capital and submitting it to Lunsford
- 2 Consulting to engage in the business activities
- 3 associated with what that company does.
- 4 MR. WOMACK: And would that be true for the
- 5 earlier \$10,000 check to Mr. Lunsford personally?
- THE WITNESS: Uh-huh, yes.
- 7 BY MR. GONZALES:
- 8 Q. So regardless of if it was a wire going to
- 9 Lunsford Consulting, Limited, or William Lunsford or
- 10 Boyd Lunsford, you were making payments to Mr. Lunsford
- 11 regarding the investment activity, the business
- 12 activity?
- 13 A. When you say making payments, we're not making
- 14 payments. They're putting the capital raised for the
- 15 entity into that account, into his position to operate.
- 16 Q. If you would go to --
- 17 A. Is it possible to hold for a moment or go off
- 18 the record, I guess?
- 19 MR. WOMACK: Yes.
- 20 (A recess ensued from 1:36 p.m. to 1:38 p.m.)
- MR. WOMACK: We'll go back on the record.
- Mr. Steiner, you understand you're still under
- 23 oath?
- 24 THE WITNESS: Sure. With respect to answering
- 25 questions to your Exhibit 24 regarding these wire or

- 1 cashier's checks or things like that, I would like to
- 2 explain or give a little bit of clarity to the structure
- 3 of things.
- 4 Boyd Lunsford of Lunsford Consulting in Hong
- 5 Kong is where this money was, at least what we're
- 6 talking about initially, was wired. I don't -- I need
- 7 to clarify with respect to some of these documents. I'm
- 8 not familiar with and don't know how to read it, and I'm
- 9 not sure of some of the information on there.
- 10 Notwithstanding the particulars of that, money
- 11 coming from Out of the Blue Processors going to Lunsford
- 12 in Hong Kong is consistent with the raising of the
- 13 capital from the investors on the list, Exhibit, I
- 14 believe it's 18.
- MR. WOMACK: This?
- 16 THE WITNESS: Correct. So these investors who
- 17 provided money then would be sent to Lunsford, wherever
- 18 his location may be.
- 19 At a point in the process, we established
- 20 Lunsford Consulting located here. I think -- I'm not
- 21 sure of the date, but I think it was somewhere around
- 22 2010. Does that seem like the right date?
- MR. WOMACK: Is that Lunsford Consulting,
- 24 LLC --
- THE WITNESS: Correct.

- 1 MR. WOMACK: -- as opposed to Limited?
- THE WITNESS: Correct. Correct. And Lunsford
- 3 Consulting, Limited, was Boyd Lunsford's establishment
- 4 in what he was doing. Then Out of the Blue was
- 5 established to be the investment arm of that.
- 6 MR. WOMACK: And Boyd Lunsford is William
- 7 Lunsford?
- 8 THE WITNESS: That's correct.
- 9 MR. WOMACK: It's William Boyd?
- 10 THE WITNESS: William Boyd Lunsford.
- MR. WOMACK: Okay.
- 12 THE WITNESS: Is that clear to you?
- MR. WOMACK: Yes.
- 14 THE WITNESS: Out of the Blue was established
- 15 to raise money. It went to Lunsford and then went to
- 16 Lunsford.
- 17 BY MR. GONZALES:
- 18 Q. Okay. Just a couple more questions regarding
- 19 Exhibit 24. If you go to, I believe it's page 10 --
- 20 A. One second here.
- 21 (The witness consulted with his counsel.)
- MR. ALLSWORTH: Can we go off the record? No,
- 23 I want to be on the record. This is why I objected at
- 24 the very beginning to these bank things. They're not in
- 25 English; they're essentially undecipherable, and it now

- 1 appears, for example, on the first one, which is your
- 2 page 2298, the send date -- well, I saw 8-06-06. Well,
- 3 none of this occurred in '06. And that's the standard
- 4 way to present dates.
- Now, the banking system for its own reasons
- 6 and the IRS and some other folks for their own reasons,
- 7 particularly after the turn of the millennium, have
- 8 changed to a system where sometimes they put the first
- 9 two digits of the year in there, but these are, the year
- 10 is 2008, and it's 06-06. But it takes deciphering to
- 11 explain that.
- So from my point of view, my client is being
- 13 shown something that he can't answer questions about
- 14 because he can't understand what the piece of paper
- 15 shows, and I can't either.
- MR. WOMACK: Mr. Steiner, you were given quite
- 17 a bit of time to look through these documents, correct?
- 18 THE WITNESS: A couple minutes.
- MR. WOMACK: And you've testified that this
- 20 Bank of America account is Out of the Blue's Bank of
- 21 America account, correct?
- THE WITNESS: That's correct.
- MR. WOMACK: And looking at 2298, we were
- 24 talking about an amount of \$184,000. Is that a
- 25 significant amount to you?

- 1 THE WITNESS: Sure, it is.
- MR. WOMACK: And you would recall whether you
- 3 got that in 2006 or 2008?
- 4 THE WITNESS: Of course. That's why --
- 5 MR. WOMACK: So wouldn't it be fair to ask you
- 6 to help us understand this document as we go through it?
- 7 THE WITNESS: Of course.
- 8 MR. WOMACK: This document which is in fact in
- 9 English.
- 10 MR. ALLSWORTH: It is not in English.
- 11 MR. WOMACK: It is in English.
- MR. ALLSWORTH: There is not a single word in
- 13 there that is a whole word, I don't think, except Mark
- 14 Steiner.
- MR. WOMACK: We're not going to play this
- 16 game, Art. This document is in English. We're not
- 17 trying to trap you. We're trying to find information
- 18 out that he needs to do his accounting.
- 19 Is it your testimony that this transaction for
- 20 \$184,0001 occurred in 2008?
- 21 THE WITNESS: That's what I'm believing.
- 22 MR. WOMACK: That's helpful. That's the kind
- 23 of information we're seeking through this process.
- THE WITNESS: You've asked me to be honest and
- 25 tell the truth, and there's certain things I'm not

- 1 certain about with specifics to these papers. That's
- 2 why I gave the explanation.
- 3 Out of the Blue established itself to be an
- 4 investment arm for the expenses associated with Lunsford
- 5 Consulting operations, and these documents, this
- 6 cashier's check, of course, I'm not disputing any of the
- 7 amounts nor the fact that we sent money. But you're
- 8 referring to a specific page with information on it that
- 9 I'm not a hundred percent clear what everything means.
- 10 So I would rather answer your question to the general
- 11 aspect of did I wire money to Hong Kong in this
- 12 capacity; and the answer is yes, I did.
- MR. WOMACK: But we have other questions. And
- 14 if you have specific hesitation, for example, staying on
- 15 this document 2298, I don't recall wiring it on August
- 16 6, 2006, but I think I might have wired it on June 6,
- 17 2008, that's a valid answer going forward.
- 18 THE WITNESS: No problem. But on the other
- 19 one, when you read 8-6 --
- MR. WOMACK: Which document?
- 21 THE WITNESS: 2302. When I look here, I see
- 22 August 6, 2013, and I did not wire money on August 6,
- 23 2013. So I get concerned with the data on this, and
- 24 then I have to sit back and think I wonder what that
- 25 really means. Perhaps it means something entirely

- 1 different than what I understand, which means this might
- 2 be something different, this might be something
- 3 different, this might be something different.
- 4 And so without respect to trying to interpret
- 5 the banking data and the way they present it, I am
- 6 content if you say did you wire some money to the
- 7 Lunsford account in Hong Kong, I would say yes, I did.
- MR. WOMACK: We are trying to get at
- 9 specific -- is this the next transaction, 2302, that you
- 10 had questions about?
- MR. GONZALES: Yes.
- MR. WOMACK: So staying on that same document,
- 13 it appears that the transactions for \$68,000 from the
- 14 Bank of America account -- now who is it to? It's to
- 15 Out of the Blue as well?
- 16 MR. GONZALES: It's from Out of the Blue.
- MR. WOMACK: To --
- 18 THE WITNESS: You're having a hard reading it
- 19 as well.
- MR. WOMACK: To Lunsford Consulting, Limited.
- 21 Your testimony is, if I'm reading this correctly, June
- 22 13, 2008, you don't have any reason to believe that you
- 23 did not send 68,000?
- 24 THE WITNESS: That's correct, if you're
- 25 reading it correctly and I'm reading it correctly,

- 1 that's accurate.
- 2 MR. WOMACK: And that would be the right time
- 3 frame?
- 4 THE WITNESS: Sure.
- 5 MR. WOMACK: And the reasonable or a likely
- 6 amount that you sent at that time?
- 7 THE WITNESS: Sure.
- 8 MR. WOMACK: So understanding Bank of
- 9 America's calendaring, listing the year first, then
- 10 likely the month and likely the day, and the specific
- 11 day and year isn't the issue. But 2008 -- are they all
- 12 in 2008? It appears they all occurred in 2008. During
- 13 that time, you have no reason to believe that Out of the
- 14 Blue Processors, LLC, sent Lunsford Consulting, Limited,
- 15 Lunsford Consulting, LLC, or William Boyd Lunsford --
- 16 MR. ALLSWORTH: LLC didn't exist.
- 17 MR. WOMACK: The LLC didn't exist in 2008?
- 18 MR. ALLSWORTH: Right.
- 19 MR. WOMACK: So the other two entities --
- 20 okay. I'll talk about that one in a minute. You know,
- 21 45,000, 22,500, 18, 90, those are amounts that were sent
- 22 for the purposes you've described moments ago.
- 23 THE WITNESS: That is correct.
- MR. WOMACK: If you'll go to 2353, still in
- 25 Exhibit 24.

- 1 THE WITNESS: 23 --
- 2 MR. WOMACK: 53. It's the last of the Bank of
- 3 America reports. This one appears to be Lunsford
- 4 Imports, Limited. Is that a different entity?
- 5 THE WITNESS: Shouldn't be.
- 6 MR. WOMACK: Do you see where we're looking?
- 7 THE WITNESS: I see the name, yes.
- MR. WOMACK: Were you aware of a Lunsford
- 9 Imports, Limited, as opposed to a Lunsford Consulting,
- 10 Limited?
- 11 THE WITNESS: No.
- MR. WOMACK: It's the same investment program?
- 13 THE WITNESS: Absolutely.
- MR. WOMACK: Pick her up.
- 15 BY MR. GONZALES:
- 16 Q. Go to the next one, which is ACC 002280.
- 17 Again, it's -- it appears to be a cashier's check in the
- 18 amount of \$7,893 to a William B. Lunsford; would that be
- 19 correct?
- 20 A. Yes, it appears that, yes.
- 21 Q. And it appears to have some sort of notation
- 22 of China trip; is that correct?
- 23 A. Correct.
- Q. Would you recall what this payment was for?
- 25 A. I'm making the assumption based on this that

- 1 he was taking a trip to China, and we provided the costs
- 2 associated with that either in a reimbursement mode or
- 3 for airline tickets or whatever it may have been. I
- 4 don't know the specifics, but he apparently was going to
- 5 China, and Out of the Blue provided the money.
- 6 Q. Were you given any kind of invoice or invoices
- 7 regarding this payment?
- 8 A. I don't have a record of that.
- 9 Q. The next check, which is ACC 004692, is a
- 10 cashier's check of \$10,000 written to Boyd Lunsford; is
- 11 that correct?
- 12 A. That's correct.
- 13 Q. Is Boyd Lunsford again the same as William
- 14 B. Lunsford or William Boyd Lunsford?
- 15 A. Yes.
- 16 Q. And do you have any kind of invoices or
- 17 documentation in regard to this payment?
- 18 A. No.
- 19 Q. The next page is a bank statement for Out of
- 20 the Blue Processors, LLC. If you look down to the very
- 21 last transaction, it says on August 25, it appears a
- 22 transaction, a debit or an amount was sent to, \$6,500
- 23 was sent to William B. Lunsford; is that correct?
- 24 A. That's correct.
- Q. And again, do you have any kind of invoice

- 1 or --
- 2 A. No.
- Q. -- any kind of documentation detailing why
- 4 that payment was made?
- 5 A. No.
- 6 (Exhibit 25 was marked for identification.)
- 7 BY MR. GONZALES:
- 8 Q. Could you take a look at Exhibit 25, please.
- 9 What is this document, Mr. Steiner?
- 10 A. It's the private placement agreement for Out
- 11 of the Blue Processors for Lunsford Consulting.
- 12 O. Would there be a similar document for Out of
- 13 the Blue Processors II, LLC?
- 14 A. No. I think I've stated before --
- MR. ALLSWORTH: That's asked and answered.
- 16 THE WITNESS: -- that Out of the Blue II is
- 17 the same as Out of the Blue I. There is no difference
- 18 other than recognizing -- if you read this document, it
- 19 identifies that it intends to raise a certain amount of
- 20 money within a parameter at 1.2. Do you see that under
- 21 1.2 on the second page? So you see there was an intent
- 22 to raise 1.5 million, right? And once you move past the
- 23 1.5 for 10 percent, adjust it downward after a certain
- 24 amount of revenue is paid back; but if you continue to
- 25 raise more than 1.5 and not delineate a difference, it

- 1 would create a dilution to the investors. And we
- weren't doing that.
- 3 So for the sake of clarifying per this
- 4 agreement, we have a 1.5 million for 10 percent, and
- 5 then we have a second. And the way I distinguished that
- 6 in my own record keeping was to say these people are
- 7 engaged in the 1.5 million at this 10 percent, and these
- 8 people are engaged in this amount at this percent,
- 9 which, of course, is the exact mathematical
- 10 participation. But a distinction, so you don't keep
- 11 pushing everybody out of the loop, because then you
- 12 would have a problem where, hey, wait, you're more than
- 13 \$1.5 million in that deal, yet it's a 10 percent deal,
- 14 so now we've got a record issue.
- 15 So there is no difference. Out of the Blue is
- 16 Out of the Blue. Out of the Blue Processors is Out of
- 17 the Blue Processors. There's one entity, only one
- 18 entity. There's a distinction identified on the Out of
- 19 the Blue Processors with a Roman numeral II to identify
- 20 for the people who made the investment that their money
- 21 went in and was recorded against that gross amount with
- 22 a percentage interest so they could be assured that
- 23 there wasn't a dilution.
- MR. WOMACK: I think you're anticipating
- 25 questions that haven't been asked.

- 1 THE WITNESS: You've asked them before, and
- 2 you keep bringing up a separation, so I'm trying to
- 3 clarify.
- 4 MR. WOMACK: This Exhibit 25, it's between
- 5 Lunsford Consulting, and it doesn't say -- well, it says
- 6 incorporated.
- 7 THE WITNESS: Unincorporated.
- 8 MR. WOMACK: Or unincorporated. That's the
- 9 same Lunsford Consulting that was at one time William
- 10 Boyd?
- 11 THE WITNESS: That's correct.
- 12 MR. WOMACK: Became Lunsford, Limited,
- 13 ultimately Lunsford, LLC?
- 14 THE WITNESS: Correct.
- 15 MR. WOMACK: And this document controlled the
- 16 relationship between Out of the Blue and Lunsford as
- 17 that entity evolved?
- 18 THE WITNESS: That's correct.
- MR. WOMACK: That's all I need to know about
- 20 that.
- 21 THE WITNESS: And pardon me, from my
- 22 perspective of trying to be clear and make sure there's
- 23 an understanding of the right scenario. There seems to
- 24 be some concern about the distinction of this Roman
- 25 numeral II as being something different than an addendum

- 1 or a continuation of the original, and it wasn't meant
- 2 for anything other than a continuation. And that's what
- 3 I'm trying to clarify.
- 4 MR. WOMACK: Thank you for that clarification.
- 5 (Exhibit 26 was marked for identification.)
- 6 BY MR. GONZALES:
- 7 Q. Would you take a look at Exhibit 26, please.
- 8 Okay. Do you recognize Exhibit 26?
- 9 A. I do.
- 10 Q. What is Exhibit 26?
- 11 A. Copies of my credit card statements from the
- 12 USAA credit card.
- 13 Q. Are the markings that are on this credit card
- 14 statement your markings?
- 15 A. As near as I can tell.
- 16 Q. When an item or items in brackets is or are
- 17 marked with a W, what does that mean?
- 18 A. What was the instruction that you asked me to
- 19 do? Work, personal, or question mark, I think is -- I
- 20 think that was your instruction, wasn't it?
- 21 MR. WOMACK: Well, what did you mean to
- 22 communicate when you put a W by an item?
- 23 THE WITNESS: That that would have been
- 24 expenses associated with Lunsford doing its business.
- MR. WOMACK: For example, standing for "work"?

- 1 THE WITNESS: Yes. I thought I had labeled it
- 2 according to your instruction, so I was trying to make
- 3 sure I was answering --
- 4 MR. WOMACK: He's just proving up the
- 5 document.
- THE WITNESS: Sure. Well, that first one
- 7 didn't look like a W, so I really don't know what it
- 8 was. Sure, yeah, that's the intention.
- 9 BY MR. GONZALES:
- 10 Q. When a item is marked with a P, what would
- 11 that mean to you?
- 12 A. Personal expense.
- Q. And if an item is not marked or is marked with
- 14 a question mark, what would that mean?
- 15 A. That I wasn't certain of that.
- 16 Q. Have you continued to use this or any other
- 17 credit card in the same manner as shown on these
- 18 statements?
- 19 A. Sure.
- Q. MR. ALLSWORTH: By sure, you mean yes?
- 21 THE WITNESS: Yes.
- 22 BY MR. GONZALES:
- Q. If you would take a look at page 4799, which
- 24 is the third page in.
- 25 A. Okay.

- 1 Q. The second item down from the top, it says The
- 2 Good Egg, Hayden Peak, Scottsdale, Arizona. Why is The
- 3 Good Egg a work expense?
- 4 A. Because I would have met with an investor or
- 5 somebody to discuss what we were doing. And I only go
- 6 to The Good Egg for that reason. I don't go to The Good
- 7 Egg on a personal note, so it's just a best guess.
- 8 Q. If you look further on the last few
- 9 transactions that are shown on this page of the credit
- 10 card activity, there are a couple of entries or a couple
- 11 of expenses going to Marriott.
- 12 A. Uh-huh, yes.
- 13 Q. Why would those expenses at the Marriott be
- 14 considered a work expense?
- 15 A. They are a work and a personal, as you've seen
- 16 throughout here. They're noted kind of on a split. But
- 17 it is -- we use that to discuss business, meet with
- 18 clients, different kind of things like that. And I have
- 19 a membership of sorts with Marriott that allows me to do
- 20 that.
- 21 Q. What kind of membership would that be?
- 22 A. It's a club membership.
- MR. WOMACK: Would that function like a, not a
- 24 virtual office, but a --
- THE WITNESS: It's that, but it's more than

- 1 that. They have meeting rooms so --
- MR. WOMACK: Like a concierge level?
- THE WITNESS: Yeah, it has that, and then it
- 4 has access to the amenities of the hotel.
- 5 BY MR. GONZALES:
- Q. If you look at the next page, ACC004800, there
- 7 is an expense toward -- there is an expense here going
- 8 to Paradise Bakery and Cafe that's marked as work.
- 9 Would you recall as to why that expense to Paradise
- 10 Bakery was a work expense?
- 11 A. For the same reason as The Good Egg. I don't
- 12 frequent that very often except if I'm meeting with
- 13 somebody to have a discussion about what we're doing,
- 14 maybe an investor.
- You'll see on here places like The Good Egg,
- 16 Paradise Bakery, Starbucks from time to time, something
- 17 like that. Those are places where I will meet either
- 18 somebody who is interested in doing business, potential
- 19 investor, or an update meeting with an investor. And so
- 20 we either meet there or at the Marriott or one of those
- 21 places.
- 22 So there may be some of those that I didn't
- 23 mark that should have, but it's a best guess. You're
- 24 taking me back to January '08, or what is that? I can't
- 25 read the date. Long time ago, but that's a best guess.

- 1 Q. Underneath that Paradise Bakery expense,
- 2 there's an expense for Apple, it appears to be Apple
- 3 iTunes.
- 4 MR. ALLSWORTH: I can't hear you. You're
- 5 talking into your paper.
- 6 BY MR. GONZALES:
- 7 Q. There appears to be an expense that goes to
- 8 Apple iTunes. Would you agree that that's Apple iTunes?
- 9 A. Right.
- 10 Q. That wasn't marked.
- 11 A. Probably should have been included in the
- 12 personal grouping just right below it. Occasionally
- 13 Lunsford will want to listen to some music, so --
- 14 Q. If you take a look at the next page that's ACC
- 15 004801, there is an expense for a, I'm assuming this is
- 16 a We-Ko-Pa Golf Club, Fort McDowell, Arizona.
- 17 A. Sure.
- 18 Q. That says that that is a work expense. Why is
- 19 that listed as a work expense?
- 20 A. To meet with an investor.
- 21 Q. And then there was another expense underneath
- 22 that at Amazon.com. Why was that listed as a work
- 23 expense?
- 24 A. I'm not seeing the Amazon.com.
- Q. It's right underneath the golf one.

- 1 A. Amazon.com.
- Q. Yes. Do you recall why that was listed as a
- 3 work expense?
- A. What is the amount you're seeing?
- 5 O. I believe it's for \$200.98.
- 6 A. That would have been a purchase of a Kindle
- 7 for traveling to China, riding on the plane, so you
- 8 don't have to carry books and pack, that kind of thing.
- 9 Q. If you go down a little bit further, there is
- 10 an Aloha Ski & Board Rent in Park City, Utah. That one
- 11 has a work/P attached to it. How is that a work
- 12 expense?
- 13 A. It shouldn't. It shouldn't. That's a
- 14 personal expense, and the one below it, also.
- 15 Q. If you take a look down outside of the
- 16 brackets, these items here, they do not appear to be --
- 17 A. Should be personal. Sorry to talk over you,
- 18 but it should be personal.
- 19 MR. WOMACK: If you wouldn't mind identifying
- 20 the items again, because we don't have a record. You
- 21 two understand, but you're both talking so quietly and
- 22 pointing back and forth that we're kind of out of the
- 23 loop here. Talk loudly and identify the line items that
- 24 should be personal.
- 25 BY MR. GONZALES:

- 1 Q. Okay. We are looking at expense items
- 2 beginning at, for the amount of 43.99 on the statement
- 3 that is ACC 004801. And it includes five items, one for
- 4 43.99, one for 49.49, one for 54.75, one for 139.90, and
- 5 one for I believe 23.51. If you could confirm that
- 6 those are personal expenses that were not marked
- 7 initially.
- 8 A. That's correct.
- 9 Q. And then one of the very last expenses, there
- 10 is a, for the amount of \$640.80, it appears to be an
- 11 expense at Delta Air for a supposed trip going to
- 12 Orlando, assuming Orlando, Florida, and that is marked
- 13 as a W. Why would that be considered a work expense?
- 14 A. Because we went to Orlando to look at a
- 15 project.
- 16 Q. If you would go down to, go to the page ACC
- 17 004805, the first couple of expenses listed there on the
- 18 top of the page are two Marriotts. One is listed as
- 19 personal; the other one is listed as work. Do you
- 20 recall what those expenses were for?
- 21 A. The Marriott is a reoccurring deal, and part
- 22 of it was a personal expense added to that. The other
- 23 is a work.
- 24 Q. Flip to ACC 4807. Would that be the same
- 25 for -- it's in the middle of the expense items. There

- 1 are two items for Marriott. One for \$575 that has a
- 2 dash W to it, and one for 195.73 which is within a
- 3 grouping for personal.
- 4 A. That's correct.
- 5 Q. Would that be the same explanation as to the
- 6 one we just talked about?
- 7 A. Correct.
- 8 Q. And there is an expense, if you look at a
- 9 couple from before the Marriott, the third one up to
- 10 Rancho Mañana Golf Club in Cave Creek, Arizona, that one
- 11 is listed as a work expense. Do you recall why that was
- 12 listed as a work expense?
- 13 A. Yeah. One of the investors we met there.
- 14 Q. And then there is another expense, it appears
- 15 to be to Houston's in Phoenix, Arizona. That was listed
- 16 as a work expense as well?
- 17 A. Correct.
- 18 Q. Do you recall why that was listed as a work
- 19 expense?
- 20 A. Yeah, I met with an individual. It's his
- 21 preferred place to meet. Again, Houston's isn't a place
- 22 I go. That's why I know. But it was regarding a
- 23 project in Africa.
- Q. If you'll take a look at ACC 004808, the first
- 25 grouping of -- there is a grouping of expenses listed at

- 1 the top of the expense transactions, and it appears to
- 2 be a W with a question mark to it or maybe a question
- 3 mark marked off on it. Could you explain that? Is it a
- 4 W, or do you not know what those expenses were?
- 5 And it's a grouping that begins with, I
- 6 believe, either 8.28 or \$6.28.
- 7 A. I see it.
- Q. Seven line items there and seven expenses
- 9 there.
- 10 A. Right. I think that was work that was
- 11 scratched out because those are personal items.
- 12 Q. So you would say that those are not personal
- 13 items?
- 14 A. Here is what I have. I have a W scratched out
- 15 with a question mark, and then I think that says
- 16 "investor" on it. And I think when I started doing
- 17 this, there was a group in California that had some
- 18 technology that we were talking to China about, so we
- 19 went out and visited them.
- 20 And when I saw the Yuma category on here, I
- 21 thought that was on track for that. But then as I went
- 22 down, it was apparent to me that Nationwide Vision
- 23 obviously is not a business expense though. I think I
- 24 scratched the "work" out, but had the "investor" there.
- 25 And I'm only guessing. I can affirm that

- 1 they're personal expenses, but I think when I was
- 2 originally categorizing, I saw the Yuma and that that
- 3 was a trip to southern California to meet with that
- 4 organization. So that category, those seven items
- 5 you're addressing should be P.
- 6 Q. Okay. Just wanted to double-check that.
- 7 There is also an expense, if you look toward
- 8 the bottom half of the page, for \$54.48 for the Troon
- 9 North Golf Club in Scottsdale, Arizona, that is listed
- 10 as a work expense. Do you recall why that was listed as
- 11 a work expense?

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- 12 A. Yeah. There's a number of investors who in
- 13 the original discussion we played golf, and then in
- 14 updates we play golf. A couple of them play golf all
- 15 the time. So there will be occasions throughout here
- 16 where we play golf and have a discussion, and that's
- 17 what that was.
- 18 Q. If you could go to page ACC 004809, there are
- 19 a couple of expenses toward the middle of the expense
- 20 transactions, one for \$3,182.60, another one for
- 21 \$1,325.73. They are marked with a W to signify work
- 22 expense.
- What is NIRMSCO Properties?
- 24 A. It's the motel property for Abuja, Nigeria.
- Q. So these are hotel expenses?

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- 1 A. In Nigeria, Abuja. NG is Nigeria, and it's a
- 2 conversion of their naira to dollars.
- Q. If you go to the next page, which is ACC
- 4 004810, there are expenses to Southwest Air that appear
- 5 to be a trip to Phoenix from Denver, I believe, two
- 6 expenses for 159.70. Do you recall why those expenses
- 7 were considered work expenses?
- 8 A. What's the date on this? Do you know what the
- 9 date is for this?
- MR. WOMACK: Well, it's May.
- THE WITNESS: Where are you seeing that?
- MR. WOMACK: See the 5?
- 13 THE WITNESS: Oh, 5, okay. So I have a
- 14 question with respect to this. Number 1, Southwest
- 15 Dallas, I've taken trips to Dallas for business on more
- 16 than one occasion. Denver, I'm not sure why I went to
- 17 Denver ever, personal or otherwise. So I'm wondering if
- 18 I'm reading that from a Dallas, thinking that was a
- 19 Dallas trip, but I don't recall going to Denver.
- 20 This individual with the adjacent -- not
- 21 adjacent, but below. See, it says Southwest Dallas and
- 22 has my name and Denver, Southwest Dallas and has another
- 23 individual, Radford. You see his name?
- 24 BY MR. GONZALES:
- 25 Q. Yes.

- A. He is not an investor, but he was a person who
- 2 was considering at a point. But I don't know Denver. I
- 3 don't recall going to Denver, unless it's a layover,
- 4 maybe to Dallas with a Denver layover. I don't know. I
- 5 have been to Dallas on several occasions. Lunsford
- 6 lived there. We had business dealings there, and so
- 7 there are more than one trip to Dallas. The Denver, I
- 8 can't answer unless it's --
- 9 Q. Maybe a connection or something?
- 10 A. Maybe.
- 11 Q. Okay. And then there's expenses, a few
- 12 expenses toward the tail end of the statement, a couple
- 13 of expenses going to Legend Trail Golf Club and another
- 14 expense going to Golf Center. Oh, sorry, that's a
- 15 different category. The two Legend Trail Golf Club
- 16 expenses are work, considered work-related?
- 17 A. Correct.
- 18 Q. Do you recall why those were considered
- 19 work-related?
- 20 A. Yeah, because I played golf with one of the
- 21 investors. There's a couple investors that play quite a
- 22 bit of golf, and sometimes they pick up the tab, and
- 23 sometimes I pick up the tab.
- Q. On the next page, ACC 004811, again, I believe
- 25 we've gone through this before, but the Marriott expense

- 1 for \$575, is that that reoccurring expense --
- 2 A. That's correct.
- 3 Q. -- that you mentioned before?
- If you go to the next page, which is ACC
- 5 004812, you have a question mark on the second expense
- 6 for \$167, I believe either 62 cents or 82 cents, and an
- 7 expense going to ATTM. Do you recall what that expense
- 8 was?
- 9 A. It's a phone bill, cell phone.
- 10 Q. Do you recall now whether that -- it has a
- 11 question mark next to it. Do you recall whether that
- 12 was a work expense?
- 13 A. Should be a W, uh-huh.
- Q. Go to the next month, not the next page, but
- 15 the page after that which is 4814. There are expenses,
- 16 if you look at the right, your notation of W, there are
- 17 Gecko Grill, Rumbi or Rumbi, and then another Gecko
- 18 Grill with designations of work, work expenses. Do you
- 19 recall what those were for?
- 20 A. Sure. Those are investor meetings. Did you
- 21 ever eat in the Gecko Grill?
- 22 Q. No, sir.
- 23 A. You would only eat there if you had to go for
- 24 business.
- MR. WOMACK: Hey, you can't say that about

- 1 Paradise Bakery, though.
- THE WITNESS: No, but Gecko Grill is --
- MR. WOMACK: Paradise Bakery, their cookies --
- 4 THE WITNESS: No, I do. It's not somewhere I
- 5 go on my own, but Gecko Grill, you know --
- 6 MR. ALLSWORTH: It depends on your attitude
- 7 about food whether Paradise Bakery would be someplace
- 8 you would want to go.
- 9 MR. WOMACK: Cookies are always someplace I
- 10 want to go.
- MR. ALLSWORTH: Well, that's you, but I don't
- 12 eat cookies very often. My daughter bakes some
- 13 occasionally, and as a courtesy to her I have them
- 14 because I like the chocolate chips in them.
- 15 THE WITNESS: Refried beans at Gecko Grill are
- 16 nothing to go there for, and Rumbi is the same. Rumbi
- 17 is actually okay to eat, but that's what it was.
- 18 BY MR. GONZALES:
- 19 Q. If you would flip to the next page, 4815,
- 20 there's a couple of expenses that you've marked as work,
- 21 and it says, I believe, gifts from Mont Blanc at Fashion
- 22 Square in Scottsdale. Do you recall what those expenses
- 23 were for?
- 24 A. They would have been gifts to somebody we gave
- 25 in China. I'm not for certain, but I think that's a pen

- 1 and a refill, and they were gifts for our main contact
- 2 person in China.
- 3 Q. Okay. If you would flip to 4819, ACC 004819.
- 4 A. I'm just laughing here, because you can get a
- 5 Mont Blanc pen in China for like \$9, and this is one of
- 6 them. Anyway --
- 7 Q. If you go to ACC 004819, there is a
- 8 transaction \$7,426.63, it appears, or 69 cents. It says
- 9 balance transfer, and it has a work or a W/P on it. Do
- 10 you recall what that was for?
- 11 A. Off the top of my head -- let's see, where are
- 12 we? I see the number. I can guess on that. What I
- 13 believe it is -- I don't know why it's registered as a
- 14 balance transfer, but it's a payment for airline tickets
- 15 to Beijing, I think, to the place where we would -- the
- 16 service company that we used to get our passports
- 17 renewed and visas renewed. And it's a Chinese company
- 18 located in Los Angeles, and so they have -- they do
- 19 airline as well. Sometimes there's good pricing there.
- 20 So I think that that is what that is.
- 21 O. Go to the next page, 4820. Those numbers are
- 22 the ones that are on the bottom of the page. I know
- 23 there's several of them, but --
- 24 A. Just for clarification on that last one, the
- 25 company in Los Angeles, what do you call it, travel

- 1 agent? I think what happened, and the reason it reads
- 2 the way that it does, because they buy tickets in bulk
- 3 to China, they have a lot of Asian customers and they
- 4 buy them and they can sell them a lot cheaper. But I
- 5 think it had to be a cash -- I don't think they could
- 6 take a credit card and provide the same price.
- 7 I don't know if this is a transaction that
- 8 specifically I'm referring to, but this happened a
- 9 couple of times where you had to pull money off the card
- 10 and then send it to them. So that's an amount that has
- 11 been similar for two tickets to Beijing, \$3500, plus
- 12 passport renewals, \$600 for a couple of those, so I
- 13 think that's what that is.
- 14 Q. We're looking at ACC 004820. There are
- 15 expenses going to PT Hilton Lookout Golf and Hilton
- 16 Pointe in Tyme. They were marked as work for \$11,
- 17 \$98.92, and \$34.98.
- 18 A. Right, those three.
- 19 Q. Do you recall what those are for?
- 20 A. Yeah, the same thing, golfing with either an
- 21 investor or a prospective investor.
- 22 Q. If you go to the next page, there is an
- 23 expense for \$1,312.36 for going to Marriott that's
- 24 marked work/personal, W/P. Do you recall what that was
- 25 for?

- 1 A. I think that would be that, I think that
- 2 reoccurring, plus personal expenses.
- 3 Q. So it would be, we've seen the recurring
- 4 expense at like five hundred and seventy something
- 5 dollars, or somewhere around there?
- 6 A. Yeah.
- 7 Q. So the work portion of it would be the five
- 8 hundred and some dollars, and the rest of it would be
- 9 personal?
- 10 A. That's correct.
- 11 O. ACC 004823, there are -- there's a
- 12 categorization for P and then a couple categorizations
- 13 for W, and then there are some items beginning at \$51.95
- 14 and \$95, and \$6.41, \$71.96, and a \$10. Those items
- 15 there were not categorized. Do you recall --
- 16 A. The gap there, the gap below, and the gap
- 17 below that should all be personal.
- 18 Q. Okay. So basically anything that has a gap on
- 19 this 4823 would be personal, right?
- 20 A. With exception to the final. Obviously on the
- 21 very bottom --
- 22 Q. The \$910.47 expense item?
- 23 A. Right, that is a work item in Beijing.
- Q. If you could flip all the way to ACC 004843,
- 25 there is an expense that is toward the middle of the

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- Q. Okay. There is another item, if you go down a
- 2 couple of lines down, that goes to the Apple store?
- 3 A. Uh-huh.
- Q. It says Apple store for \$2,107.63. That's
- 5 categorized as work. Do you recall what that was for?
- 6 A. Yeah. They were iPhones for our friends in
- 7 China. You can see it's right there along with the
- 8 Beijing purchases, Beijing Airline.
- 9 Q. If you would go to page 4849, there is an
- 10 expense to Marriott again that has a classification of
- 11 W/P for \$1,055.13. Do you recall that expense?
- 12 A. I'm drawing the same conclusion that it was
- 13 half and half. You know, that division for the
- 14 reoccurring and then personal.
- Q. So again, what we've gone through, it's 500
- 16 some odd dollars was a recurring expense?
- 17 A. Correct.
- 18 Q. And then whatever is left over?
- 19 A. Yes.
- Q. And then flip to 4851, and then we have again
- 21 another couple of Marriott, a Marriott expense. It says
- 22 New York Marquis, New York, toward the middle of the
- 23 expense group. It says work/personal. Do you recall
- 24 what that was for?
- 25 A. Yeah, I went out to New York and split some

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- 1 time with an investor and some personal time, some
- 2 family time.
- 3 Q. So 50/50 then?
- 4 A. Pretty much. I mean --
- 5 MR. WOMACK: Can we take a quick restroom
- 6 break, if you're changing subjects? Off the record.
- 7 (A recess ensued from 2:36 p.m. to 2:43 p.m.)
- MR. WOMACK: We're back on the record.
- 9 Do you understand you're still under oath,
- 10 Mr. Steiner?
- 11 THE WITNESS: I do.
- 12 BY MR. GONZALES:
- 13 Q. I just have another couple of wrap-up
- 14 questions. Who is Douglas S. Oberau, O-B-E-R-A-U? Do
- 15 you recall who that is or what that is?
- 16 A. Show me his name. I think it's not a U, but
- 17 an N, Oberan. And he was -- he's somebody that I've
- 18 known, just somebody I've known.
- 19 Q. A friend, acquaintance --
- 20 A. Yeah.
- 21 Q. -- kind of thing.
- Would there be any reasons why he would either
- 23 receive money or would give money to you or give money
- 24 to Out of the Blue?
- 25 A. Yeah.

- Q. Or send money, or Out of the Blue paying him?
- 2 A. Yeah. Very early on, he was the introducing
- 3 party to -- me to Lunsford, and Lunsford may have
- 4 instructed -- are you asking did he put money in or did
- 5 he receive money out?
- 6 Q. Either. Do you recall whether he received any
- 7 money or whether he was --
- 8 A. No, no, no. Here's what I -- the instructions
- 9 of money going out would have been under Lunsford's
- 10 instruction. He was the introducing party. I've known
- 11 his family for some time, and his family introduced me
- 12 to him, and he introduced me to the Lunsford
- 13 opportunity, and he helped Lunsford -- I don't know the
- 14 specifics.
- I think it's best suited that -- I don't
- 16 believe he put money in. I think Lunsford had him do
- 17 some things, and may have asked me to send him some
- 18 money. That's the only thing I can conclude, and
- 19 there's a question mark on that.
- Q. So basically, if any funds were sent to him,
- 21 whether it's a check or wire or whatever, it would be
- 22 for compensation of services?
- 23 A. I would assume so. That would have come from
- 24 Lunsford, so I'm guessing.
- Q. Do you know what Oxygroup, Incorporated, is?

- 1 A. I don't.
- Q. Do you recall sending any expenses, any monies
- 3 to Oxygroup, Incorporated?
- A. When would that have been? Do you have any
- 5 date range?
- 6 O. Probably 2009, 2010 period.
- 7 A. From Out of the Blue?
- 8 MR. GONZALES: Why don't I just include these
- 9 items with the other items that I'm --
- MR. WOMACK: Okay.
- 11 THE WITNESS: You're asking me to scratch my
- 12 head right now.
- MR. GONZALES: We're kind of at the --
- 14 THE WITNESS: Yesterday is a head scratcher;
- 15 three or four years ago is an issue.
- 16 MR. GONZALES: So I'll just prepare this stuff
- 17 as well. I think I'm done.
- MR. ALLSWORTH: Okay.
- 19 MR. WOMACK: So just in the morning, we'll
- 20 send you the bank documents that we want to treat just
- 21 like we did the credit cards.
- MR. ALLSWORTH: Fine.
- MR. WOMACK: And could we get them by this
- 24 Friday, too?
- MR. ALLSWORTH: I'll do my best. I mean --

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- 1 THE WITNESS: I don't know what you're sending
- 2 me. Is it two pages? Is it two hundred pages?
- MR. WOMACK: It's a couple bank statements, a
- 4 couple monthly statements.
- 5 THE WITNESS: Yeah, I'll do my best to get
- 6 everything by Friday. It might be later Friday night or
- 7 something. I've got some appointments that are through
- 8 the day. So depending how long it takes me to get
- 9 through that. But my answer is this coupled with all of
- 10 the previous things you've requested.
- MR. WOMACK: Signature pages, the developing
- 12 membership certificates.
- 13 THE WITNESS: And then this, whatever you're
- 14 going to send over, so I'll do my best to get it to you
- 15 by Friday or through the day Friday.
- 16 MR. WOMACK: I'm just going to submit these in
- 17 sequential form, whatever the next four exhibits are, as
- 18 the subpoenas for production, which, Art, I think you
- 19 were speaking to earlier. I'm not going to ask any
- 20 questions about them now. But just so that you'll have
- 21 them and can review them, and we can talk about them
- 22 when next we meet.
- 23 (Exhibits 27 through 30 were marked for
- 24 identification.)
- 25 MR. WOMACK: We have marked as Exhibit 27 the

subpoena duces tecum for the custodian of records of Second Opinion Solutions; as Exhibit 28, the subpoena 2 duces tecum for the custodian of records for Lunsford Consulting; Exhibit 29, the subpoena duces tecum for the 4 custodian of records for Out of the Blue Processors. 5 And I've given you copies right here, and those are 6 copies you can take home. 7 MR. ALLSWORTH: Oh, okay. Second Opinion is 8 27? 9 MR. WOMACK: Yes. 28 is Lunsford Consulting; 10 29 is Out of the Blue Processors, and we've marked as 11 Exhibit 30 the subpoena duces tecum for Mark Steiner 12 personally. 13 Do you have any further questions? 14 MR. GONZALES: I'm done. 15 MR. WOMACK: Do you have any questions? 16 17 MR. WEISS: No. MR. WOMACK: We're off the record. 18 (TIME NOTED: 2:52 p.m.) 19 20 21 22 23 24

25

1	STATE OF ARIZONA)
2) ss. COUNTY OF MARICOPA)
3	
4	BE IT REMEMBERED that the foregoing
5	examination under oath was taken by me, GARY W. HILL,
6	Certified Reporter No. 50812 for the State of Arizona;
7	that the witness before testifying was duly sworn by me
8	to testify to the whole truth and nothing but the truth;
9	that the questions propounded by counsel and the answers
10	of the witness thereto were taken down by me in
11	shorthand and thereafter transcribed into typewriting
12	under my direction, and that the foregoing pages of
13	typewritten matter contain a full, true, and accurate
14	transcript of all proceedings and testimony had and
15	adduced upon the taking of said examination under oath,
16	all to the best of my skill and ability.
17	I FURTHER CERTIFY that I am not related to nor
18	employed by any of the parties hereto, and have no
19	interest in the outcome.
20	DATED at Phoenix, Arizona, this 17th
21	day of March, 2014.
22	Dary W. 7 fill
23	GARY W. HILL, RMR, CRR
24	Certificate No. 50812
25	

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1	BEFORE THE ARIZONA CORPORATION COMMISSION		
2	SECURITIES DIVISION		
3			
4	In the Matter of:)		
5	OUT OF THE BLUE PROCESSORS,) S-20837A-12-0061		
6	LLC, an Arizona limited) liability company, d/b/a)		
7	OUT OF THE BLUE PROCESSORS II,) LLC; and)		
8	MARK STEINER (CRD #1834102) and)		
9	SHELLY STEINER, husband and) wife,		
10	Respondents.)		
11	,		
12			
13	EXAMINATION UNDER OATH OF MARK GLENDON STEINER		
14	VOLUME III (Pages 217 - 341, inclusive)		
15			
16	Phoenix, Arizona March 20, 2014		
17			
18	COASH & COASH, INC.		
19	Court Reporting, Video & Videoconferencing 1802 N. 7th Street, Phoenix, AZ 85006		
20	602-258-1440 mh@coashandcoash.com		
21	By: GARY W. HILL, RMR, CRR		
22	Certified Reporter Certificate No. 50812		
23	EXHIBIT		
24	Prepared for:		
25	SECURITIES DIVISION ADMITED		
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Phoenix, AZ

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1	EXAMINATION UNDER OATH OF MARK GLENDON STEINER
2	was reconvened on the 21st day of March, 2014,
3	commencing at 1:01 p.m., at the Arizona Corporation
4	Commission, Securities Division, 1300 West Washington
5	Street, Phoenix, Arizona, before Gary W. Hill, Certified
6	Reporter No. 50812 for the State of Arizona.
7	
8	APPEARANCES
9 10	For the Securities Division:
11	Mr. Stephen Womack, Enforcement Attorney
12	1300 West Washington Street, Third Floor Phoenix, Arizona 85007 (602) 542-0722
13 14	For the Respondents:
15	Mr. Arthur P. Allsworth
16	7501 North 16th Street, Suite 200 Phoenix, Arizona 85020 (602) 870-3068
17	
18	
19	Also Present:
20	Ms. Annalisa Weiss, Special Investigator
21	Mr. Ricardo Gonzales, CPA, Forensic Accountant
22	
23	
24	
25	

(Mark Glendon Steiner was first duly sworn by 1 2 the Certified Reporter.) 3 MR. WOMACK: This is part of an inquiry by the 4 Securities Division of the Arizona Corporation 5 Commission in the matter of Out of the Blue Processors, 6 LLC, Docket No. S-20837A-12-0061, to determine if there 7 has been full compliance with the Securities Act of Arizona or the Arizona Investment Management Act. 8 Information obtained today may reveal violations of 9 10 statutes outside these two Acts. 11 Persons present for the Securities Division 12 include myself, Steve Womack, counsel; Ricardo Gonzales, 13 senior forensic accountant; and Annalisa --14 MS. WEISS: Weiss. 15 MR. WOMACK: Still Weiss? 16 MS. WEISS: Uh-huh. 17 MR. WOMACK: -- Weiss, special investigator. 18 Would the others present identify themselves. MR. ALLSWORTH: Art Allsworth for Out of the 19 Blue, and Mark Steiner as the manager of Out of the 20 21 Blue. 22 23 24

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25

- 1 MARK GLENDON STEINER,
- 2 a witness herein, having been previously duly sworn by
- 3 the Certified Reporter to speak the truth and nothing
- 4 but the truth, was examined and testified as follows:

5

- 6 EXAMINATION
- 7 BY MR. WOMACK:
- 8 Q. Mr. Steiner, we've gone through these
- 9 questions before. I'm going to go through them again as
- 10 a precursor. I'll ask my questions, and if you wait
- 11 until I finish my question before you answer, I'll do my
- 12 best to wait till you finish answering before I ask the
- 13 next question. That way we won't talk over each other,
- 14 making it easier for the court reporter to record the
- 15 transaction.
- 16 Also, if you don't understand the question I
- 17 ask, feel free to tell me that. I want you to
- 18 understand, so that your answer is the best answer you
- 19 can give. If a question has been posed, please wait to
- 20 consult your attorney until after answering the
- 21 question.
- 22 As in the past, the court reporter will go on
- 23 and off the record at my direction. I want you to be
- 24 comfortable. If you need a break and we haven't taken a
- 25 break, let me know. If there's an answer pending, I'll

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- 1 ask for that response first, but then we'll take a
- 2 break.
- 3 You have the right to refuse to answer any
- 4 questions if you think the answer may tend to
- 5 incriminate you. You have the right to refuse to
- 6 produce any private papers that you feel may tend to
- 7 incriminate you as well. You don't have the right to
- 8 refuse production of corporate papers based upon a claim
- 9 of self-incrimination.
- 10 MR. ALLSWORTH: Excuse me, Counsel, but for
- 11 the purposes of the record, there are no corporate
- 12 papers here. The LLC is treated as a partnership for
- 13 tax and other purposes.
- MR. WOMACK: That's a legal argument that we
- 15 can engage in.
- 16 MR. ALLSWORTH: That's a legal argument that
- 17 we will advance if it becomes necessary.
- 18 MR. WOMACK: All right.
- 19 BY MR. WOMACK:
- Q. You are under oath. You will be under oath
- 21 when we go back on the record after taking a break.
- 22 I'll remind you of that. Because you're under oath, any
- 23 false statements you make may be criminally prosecuted.
- 24 Are you on any medication today or under any
- 25 physical disability that might prevent you from

- 1 answering fully and completely?
- 2 A. No.
- Q. Is there any reason that -- any other reason
- 4 that might interfere with your ability to testify today?
- 5 A. No.
- 6 Q. Would you state your full name, please.
- 7 A. Mark Glendon Steiner.
- 8 Q. And you are appearing today pursuant to the
- 9 subpoenas marked 9 through 12?
- 10 A. These were the same as the previous meeting?
- 11 Q. Correct.
- 12 A. Right.
- MR. ALLSWORTH: Yeah, and they're marked.
- 14 You've already reviewed them.
- 15 BY MR. WOMACK:
- 16 Q. This is just a continuation of the March 11
- 17 testimony.
- 18 Some of these questions you answered when you
- 19 were examined in 2012, but some time has passed, so I'm
- 20 going to ask them again. Is your current home address
- 21 still on East Hanover Way?
- 22 A. It is.
- Q. Arizona
- 24
- 25 A. Yes.

- 1 Q. Is your current home phone number still
- 2
- 3 A. That's my cell number.
- 4 Q. Do you have a land line?
- 5 A. I do. We don't use it, but --
- Q. Is it hooked up? Is there a phone?
- 7 A. It rings, yeah. No one answers it. No one
- 8 responds to it.
- 9 Q. What is the land line?
- 10 A.
- 11 Q. Your current marital status?
- 12 A. Married.
- Q. And you're married to Shelly Johnson Steiner?
- 14 A. I am.
- 15 Q. After high school, did you continue with your
- 16 education?
- 17 A. Yes.
- 18 Q. What did you do?
- 19 A. I went to college.
- Q. What college did you go to?
- 21 A. Brigham Young University.
- Q. Did you get a degree there?
- 23 A. I did.
- Q. What degree was it?
- 25 A. Business finance.

- 1 Q. Did you continue with education after that?
- 2 A. No.
- 3 Q. What is your current occupation?
- 4 A. I have entitled myself international business
- 5 development.
- 6 O. Doing the kind of work that we've been
- 7 discussing through Out of the Blue?
- 8 A. That's correct.
- 9 Q. Are you currently employed?
- 10 A. Working in this capacity is my sole
- 11 employment.
- 12 Q. Is Out of the Blue your employer?
- 13 A. No.
- 14 Q. Do you have like a consultation agreement with
- 15 Out of the Blue?
- MR. ALLSWORTH: I think that was answered
- 17 before, Steve.
- 18 MR. WOMACK: It may have been. That's why I'm
- 19 going through the current --
- MR. ALLSWORTH: Well, but asked and answered.
- 21 We didn't come here to waste our time.
- MR. WOMACK: And you're wasting my time, Art.
- 23 I've explained that we've got to go through a few
- 24 questions because time has passed.
- MR. ALLSWORTH: You do not have to go through

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- 1 them, Steve.
- 2 BY MR. WOMACK:
- 3 Q. Mr. Steiner, would you please answer the
- 4 question?
- 5 A. The relationship between me and Out of the
- 6 Blue Processors, I act as a manager of that
- 7 organization. I don't receive income from that, nor do
- 8 I have a membership interest in it.
- 9 Q. What is your current source of income?
- 10 A. It comes from Lunsford Consulting.
- 11 Q. And what is your business relationship with
- 12 Lunsford Consulting?
- 13 A. I am a principal of Lunsford Consulting.
- 14 Q. Since the last examination in October of 2012,
- 15 have you been convicted of any crime other than a minor
- 16 traffic offense?
- 17 A. No.
- 18 Q. Since that last examination, have you been
- 19 arrested?
- 20 A. No.
- 21 Q. Since that last examination, have you been
- 22 indicted?
- 23 A. No.
- 24 Q. Since that last examination, have you been a
- 25 defendant in a civil lawsuit?

- 1 A. No.
- Q. Apart from this investigation being conducted
- 3 by the Securities Division, have you been the subject of
- 4 any investigation by a government agency, to your
- 5 knowledge?
- 6 A. No.
- 7 MR. WOMACK: I'm going to mark this as
- 8 Exhibit 31.
- 9 (Exhibit 31 was marked for identification.)
- 10 BY MR. WOMACK:
- 11 Q. Do you recognize Exhibit 31, Mr. Steiner?
- 12 A. I do.
- 13 Q. It's the temporary order to cease and desist
- 14 that was served on you?
- 15 A. Right.
- 16 Q. Do you recall being personally served with
- 17 this order?
- 18 A. I do.
- 19 Q. Do you recall what day that was?
- 20 A. I'm guessing it would be that day, February
- 21 22nd.
- Q. Well, our affidavits say you were served the
- 23 day after that, on the 23rd.
- 24 A. Okay.
- Q. And that you were personally served downstairs

- 1 here. Is that your recollection?
- 2 A. Sure, it is.
- Q. And that not only you personally were served,
- 4 but also Out of the Blue Processors was served through
- 5 you; is that true?
- 6 A. As stated here.
- 7 Q. Yeah, you're pointing to the pleading style.
- 8 I'm talking about when the gentleman approached you
- 9 downstairs and served you with two packets, I believe;
- 10 is that correct?
- 11 A. I don't know. You know, I didn't --
- 12 Q. That's all right.
- 13 A. I was there for a meeting, and that's not what
- 14 I expected to receive, so I don't recall the specifics
- 15 of what he handed me.
- 16 Q. Do you have any reason to believe he didn't
- 17 hand you this temporary order?
- 18 A. No.
- 19 Q. If you'll turn to page 6 of the order, under
- 20 the heading Roman numeral VI, temporary order, there are
- 21 four paragraphs, three of which are ordering you and Out
- 22 of the Blue to do something. Do you recall reading
- 23 this?
- 24 A. I'm sure I read it.
- 25 Q. If you'll turn to the next page under

- 1 Section 8, Roman numeral VIII, Hearing Opportunity, it's
- 2 on the following page.
- 3 A. Say again. I was rereading section 6.
- Q. Just turn to the next page, page 7. Do you
- 5 see that first in bold sentence?
- 6 A. Yes.
- 7 Q. Could you read that for me?
- 8 A. "If a respondent or respondent spouse requests
- 9 a hearing, the requesting respondent must also answer
- 10 this temporary order and notice."
- 11 Q. Thank you.
- 12 And then in the second paragraph, there is
- 13 another in bold sentence. Could you read that for me.
- 14 A. "Unless otherwise ordered by the Commission,
- 15 this temporary order shall remain effective from the
- 16 date a hearing is requested until a decision is
- 17 entered."
- 18 Q. Did you request a hearing after being served
- 19 this temporary order?
- 20 A. I consulted an attorney, and we went from
- 21 there.
- Q. Do you recall requesting a hearing?
- 23 A. I don't know specifics.
- Q. Okay. Do you have any reason to believe you
- 25 didn't request a hearing?

- 1 A. I'm not sure of the construct of the question,
- 2 what you're ultimately getting at.
- Q. I'm getting at whether or not in your name a
- 4 request for a hearing was filed in this action.
- 5 A. You're asking about a specific event and a
- 6 title of an event, and I'm not an attorney, so I don't
- 7 know all the specifics.
- 8 Q. Okay.
- 9 A. But if you're asking did I think it was
- 10 necessary to respond to this and go through the process
- 11 to do that, yes, I believe I did.
- 12 Q. All right. And eventually you did answer as
- 13 well, correct?
- 14 A. Yes.
- 15 Q. Do you recall reading this temporary order
- 16 before answering?
- 17 A. I would assume so.
- 18 O. Did Out of the Blue cease to market investment
- 19 after receiving this temporary order?
- 20 A. Yes.
- 21 Q. Did it resume marketing investment after
- 22 receiving this temporary order?
- 23 A. After the 180 days when it expired.
- Q. When it expired? What makes you believe that
- 25 it expired after 180 days?

- 1 MR. ALLSWORTH: Counsel, we'll engage in our
- 2 legal arguments. Mr. Steiner is not a lawyer.
- MR. WOMACK: I'm not asking him -- I asked for
- 4 his opinion.
- 5 MR. ALLSWORTH: You're asking for a legal
- 6 conclusion from him.
- 7 MR. WOMACK: No, I said what makes you believe
- 8 it.
- 9 BY MR. WOMACK:
- 10 Q. Please answer the question.
- 11 MR. ALLSWORTH: Please do not answer the
- 12 question. I am instructing you. He is asking you for a
- 13 legal conclusion, and you will not express legal
- 14 conclusions.
- 15 If you want to pursue that, Mr. Womack, we
- 16 will leave.
- 17 BY MR. WOMACK:
- 18 Q. Mr. Steiner, in your opinion, were you free to
- 19 continue marketing Out of the Blue investments after 180
- 20 days?
- 21 A. My understanding was that once 180 days passed
- 22 I could resume my activities.
- Q. And how did you develop that understanding?
- 24 A. Because it says after 180 days. The cease and
- 25 desist order was in effect for 180 days.

- 1 Q. It being Exhibit 31?
- MR. WOMACK: Art -- let the record show that
- 3 Art is pointing to the document.
- 4 Don't instruct your client how to respond.
- 5 You're tampering with the evidence.
- 6 MR. ALLSWORTH: I am not tampering with the
- 7 evidence.
- 8 MR. WOMACK: Yes, you are. You are
- 9 instructing him how to respond by pointing to a
- 10 document.
- 11 MR. ALLSWORTH: This session is over then.
- MR. WOMACK: This session is not over till I
- 13 say it's over.
- MR. ALLSWORTH: Are you suggesting that you're
- 15 going to restrain us?
- MR. WOMACK: Are you standing up and raising
- 17 your voice at me?
- MR. ALLSWORTH: No, I am not.
- MR. WOMACK: Yes, you are.
- MR. ALLSWORTH: I am standing up. I am not
- 21 raising my voice.
- MR. WOMACK: Well, now you're not. You've got
- 23 it under control, and I appreciate that. I would like
- 24 to continue this question.
- MR. ALLSWORTH: I would like you to stop that

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- 1 question and go on to something that's useful.
- 2 MR. WOMACK: I'm going to ask him a question.
- 3 I'm going to direct you to not interrupt my questioning
- 4 by motioning to him or in any way indicating how he
- 5 should answer.
- 6 MR. ALLSWORTH: I'm going to instruct him not
- 7 to answer the question on the basis of the Fifth
- 8 Amendment. You may proceed from there. He is not
- 9 answering that line of questioning.
- 10 MR. WOMACK: Could you read back my last
- 11 question so that Mr. Steiner has an opportunity to
- 12 respond?
- 13 (The testimony was read by the Certified
- 14 Reporter as follows:
- 15 "Question: Mr. Steiner, in your opinion,
- were you free to continue marketing Out of the
- 17 Blue investments after 180 days?
- 18 "Answer: My understanding was that once
- 19 180 days passed I could resume my activities.
- 20 "Question: And how did you develop that
- 21 understanding?
- "Answer: Because it says after 180 days.
- The cease and desist order was in effect for 180
- days.
- "Question: It being Exhibit 31?")

- 1 BY MR. WOMACK:
- Q. That last question was just clarifying that
- 3 when you said "it," you were referring to Exhibit 31.
- 4 Is that what you were referring to in your last answer?
- 5 A. I'm not going to answer based on the advice of
- 6 my attorney.
- 7 MR. WOMACK: Let's go off the record for a
- 8 minute.
- 9 (An off-the-record discussion ensued.)
- MR. WOMACK: We're going to take a five-minute
- 11 break.
- 12 (A recess ensued from 1:20 p.m. to 1:29 p.m.)
- 13 MR. WOMACK: We're back on the record.
- 14 BY MR. WOMACK:
- 15 Q. Mr. Steiner, you understand you're still under
- 16 oath?
- 17 A. Right.
- 18 Q. The question pending was in general whether
- 19 the "it" in your last response referred to Exhibit 31.
- 20 Were you referring to Exhibit 31 in your last response?
- 21 A. If you'll reask the series of questions so
- 22 there's a context to it.
- MR. WOMACK: I'm sorry, could you read those
- 24 questions back?
- 25 (The testimony was read by the Certified

- 1 Reporter as follows:
- 2 "Question: Mr. Steiner, in your opinion,
- 3 were you free to continue marketing Out of the
- Blue investments after 180 days?
- 5 "Answer: My understanding was that once
- 6 180 days passed I could resume my activities.
- 7 "Question: And how did you develop that
- 8 understanding?
- 9 "Answer: Because it says after 180 days.
- The cease and desist order was in effect for 180
- 11 days.
- "Question: It being Exhibit 31?")
- 13 BY MR. WOMACK:
- 14 Q. Yes-or-no question.
- 15 A. So let me put some context on that. To this
- 16 point you've asked some questions about the temporary
- 17 order. You've asked me to read some lines further in
- 18 the document, and then you asked me what my rationale
- 19 was to move forward in my activity.
- 20 What I want to do in answer to that question
- 21 is put a context around the scope of what we're doing so
- 22 it's understood that the business involved has always
- 23 been understood by everybody involved, the nature of
- 24 working with international development. I'm not an
- 25 attorney. I don't study the law and don't deal with the

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- 1 specifics of those kind of things on a regular basis.
- 2 You asked me a question of what was -- what
- 3 was it that caused me to believe I could continue in the
- 4 practice of the business that I was doing. And my
- 5 answer, referring to this Exhibit 31, under the
- 6 Temporary Order category, Roman numeral VI, there is a
- 7 single paragraph that says: "It is further ordered that
- 8 this temporary order to cease and desist shall remain in
- 9 effect for 180 days unless sooner vacated, modified, or
- 10 made permanent by the Commission."
- 11 So under the heading Temporary Order, that
- 12 means temporary as in limited time. It identifies 180
- 13 days in a category that says unless it's vacated sooner
- 14 than 180 days, or if it's modified on the 180 days
- 15 within, before the 180 days, or if it was made permanent
- 16 before the 180 days. That's the way it reads. It's an
- 17 isolated paragraph. It's all that's under the Temporary
- 18 Order portion of the cease and desist. And based on
- 19 that isolated sentence, which is all-encompassing and
- 20 qualifies temporary, that's the basis of my action.
- 21 Q. That's a very thorough answer.
- 22 A. It's accurate.
- Q. Did you read the following page? You clearly
- 24 read page 7 carefully -- or 6 carefully. Did you read
- 25 page 7 carefully?

- 1 A. No. You had me read something off of page 7,
- 2 a highlighted line.
- Q. When you were served this, did you think that
- 4 this was a serious matter?
- 5 A. When I was served this, I was met under false
- 6 pretense by people that replaced themselves with
- 7 somebody that should have been who I was meeting. The
- 8 context of that whole thing scared me so badly that I
- 9 didn't know what to do. So you're asking me if I
- 10 understand the specifics of this whole thing.
- 11 Q. No, I'm not asking you that.
- 12 A. Yes, you are.
- 13 Q. I asked you directly, did you think it was a
- 14 serious matter, and you've yet to answer that. It's a
- 15 yes-or-no answer.
- 16 A. Of course, it was a serious matter. Any time
- 17 you're met with anybody under false pretenses with a
- 18 badge, you have to take it as serious.
- 19 Q. Okay. Let's move on to Exhibit 32.
- 20 (Exhibit 32 was marked for identification.)
- 21 BY MR. WOMACK:
- Q. Do you recognize Exhibit 32?
- 23 A. I do.
- Q. It's a certificate of membership for Out of
- 25 the Blue Processors, LLC issued to Vantage FBO Robert

- 1 L. Kocks IRA; is that correct?
- 2 A. Correct.
- Q. There's a date, a certificate date on there
- 4 reading June 1, 2008. Is that the date the certificate
- 5 was issued?
- 6 A. No.
- 7 Q. Why is that date there?
- 8 A. It's the date that the operating agreement was
- 9 established, and we referred to that on all of the
- 10 certificates.
- 11 Q. When did the investment that this memorializes
- 12 take place?
- 13 A. I don't have that information.
- Q. Do you recall -- you don't recall in specific?
- 15 A. I don't.
- 16 Q. I'm going to show you what we'll mark as 33.
- 17 (Exhibit 33 was marked for identification.)
- 18 BY MR. WOMACK:
- 19 Q. I'll direct you to the third page of
- 20 Exhibit 33, and I'll just tell you that this is a
- 21 document we received by subpoena from Wells Fargo. The
- 22 blacked-out text, the redaction was done by Wells Fargo.
- 23 That's not our office.
- I guess you're looking at the one I meant for
- 25 myself, so that makes it easier for you. There's a line

- 1 that's been highlighted there. Do you see that
- 2 transaction that's highlighted?
- 3 A. Yes.
- Q. Is that the Kocks investment that Exhibit 32
- 5 memorializes?
- 6 A. Appears to be.
- 7 Q. Two questions. The first, the certificates
- 8 for 50,000, it appears from Exhibit 33 the transfer was
- 9 for \$49,980. Do you see that?
- 10 A. I do.
- 11 Q. Can you explain the discrepancy in dollar
- 12 amounts?
- 13 A. I can only make an assumption that it was
- 14 probably a transfer charge.
- 15 Q. But you credit this investor with 50,000?
- 16 A. That's correct.
- 17 Q. Do you see the date at the very top of the
- 18 page, Bates numbered ACC 000176?
- 19 A. You're referring to this?
- 20 Q. Right, March 1st --
- 21 A. Yes.
- 22 Q. -- 2012 through March 31, 2012. Do you have
- 23 any reason to believe that this wouldn't be an accurate
- 24 monthly statement for the Out of the Blue account?
- 25 A. I wouldn't think so.

- 1 Q. And the transaction date for this investment
- 2 is March 1, 2012?
- 3 A. Correct.
- 4 Q. And that's after you were served the order
- 5 that's Exhibit 31?
- 6 A. That's correct.
- 7 Q. But it's well before the expiration of 180
- 8 days following service, isn't it?
- 9 A. That's correct. The reason for that is
- 10 because it was already in process. If you understand
- 11 how things -- it was already signed. It was already
- 12 delivered. It was already in process.
- Q. Had you already submitted the -- let's go back
- 14 to that Exhibit 33. This looks like a wire transfer.
- 15 You didn't inform Mr. Kocks of the investigation against
- 16 you or the order entered against Out of the Blue?
- 17 A. I don't know what the conversation was I had
- immediately following this February 23 date that you're
- 19 referring to, but I can tell you that the process
- 20 started to work through a retirement planning situation,
- 21 and the paperwork associated with that was preceded
- 22 before that date.
- Q. Did you make any effort to cancel the
- 24 transaction?
- 25 A. I don't recall.

- O. Did you have any discussions with Mr. Kocks
- 2 regarding the order?
- 3 A. I don't -- within the week time frame that
- 4 you're speaking about, I wouldn't think so.
- 5 Q. Did you have it afterwards?
- A. I've talked with many of the investors many,
- 7 many times about the shenanigans going on in this
- 8 environment. So I can't be specific as to what date I
- 9 may have spoken to him about. I can tell you if you've
- 10 ever been engaged in being accused of something that is
- 11 incorrect, you go through the process of trying to
- 12 remedy things, and we've operated in good faith. We've
- 13 objected every single time we've had a meeting because
- 14 we believe that this process is unfounded.
- 15 O. All right. Let's move on.
- 16 A. You need to understand -- I was going to
- 17 finish my answer.
- 18 Q. You have finished your answer. You're
- 19 responding to a question that hasn't been asked.
- 20 Let's mark this.
- MR. ALLSWORTH: Counsel, objection. You
- 22 specifically stated at the beginning that you would give
- 23 him an opportunity to answer and answer fully. Now you
- 24 just cut him off. If we're going to engage in that kind
- 25 of gamesmanship --

- 1 MR. WOMACK: Is this your tactic, to yell all
- 2 afternoon?
- 3 MR. ALLSWORTH: I'm not yelling.
- 4 MR. WOMACK: Okay.
- 5 MR. ALLSWORTH: I don't hear really well,
- 6 Steve. At age 75 you may have that problem, too.
- 7 MR. WOMACK: All right.
- 8 THE WITNESS: Let me finish, restate my answer
- 9 so it's satisfactory to you and represents the context
- 10 of what is happening.
- To be accused of something doesn't mean I did
- 12 it. To be given a document that has certain accusations
- 13 associated with it and commands, I understand. This did
- 14 not happen after I was served. It happened and was in
- 15 process before. But there was no validation given, and
- 16 that's why we've cooperated with the mountain of
- information we've provided to help you understand the
- 18 context of what we're doing.
- MR. WOMACK: Let's move on to the next
- 20 exhibit. Let's mark this as Exhibit 34.
- 21 (Exhibit 34 was marked for identification.)
- 22 BY MR. WOMACK:
- Q. Take a moment to look at Exhibit 34. Do you
- 24 recognize Exhibit 34?
- 25 A. I do.

- 1 Q. Exhibits 32 and 34 you prepared, correct?
- 2 A. Correct.
- Q. In the normal course of the business of Out of
- 4 the Blue?
- 5 A. I took a template that I had had and made
- 6 these, yeah, for the purposes of Out of the Blue.
- 7 Q. And did you send these to the investors once
- 8 they invested?
- 9 A. I believe I did.
- 10 Q. Now, turning to Exhibit 34, it's a certificate
- 11 for Out of the Blue Processors II, isn't it?
- 12 A. That's correct.
- 13 Q. Its certificate date is May 1, 2011. This
- 14 investment by the Gmelich, G-m-e-l-i-c-h, Family Living
- 15 Trust didn't occur on May 1, 2011, did it?
- 16 A. No.
- 17 Q. Is this dating similar to the dating of
- 18 Exhibit 32?
- 19 A. Yeah, the ideas are the same behind it.
- Q. It's the date of the operating agreement, is
- 21 it not?
- 22 A. That's correct.
- Q. And it represents an investment of \$15,000?
- A. That's correct.
- MR. WOMACK: Let's mark this as Exhibit 35.

- 1 (Exhibit 35 was marked for identification.)
- 2 BY MR. WOMACK:
- Q. Take a minute to look at Exhibit 35. Do you
- 4 recognize this cashier's check that's depicted in
- 5 Exhibit 35?
- 6 A. I do.
- 7 Q. And it's made payable to Out of the Blue
- 8 Processors II, LLC?
- 9 A. Correct.
- 10 Q. And it's in the amount of \$15,000?
- 11 A. That's correct.
- 12 Q. Is this the underlying investment that's
- 13 memorialized in the certificate that is Exhibit 34?
- 14 A. I believe so.
- 15 Q. What is the date on that cashier's check?
- 16 A. March 1, 2012.
- 17 Q. Previously you said that the investment by
- 18 Robert L. Kocks IRA was in the process around the time
- 19 you were being served. This check is dated well after
- 20 the date you were served. Why did you deposit this
- 21 check?
- 22 A. Well, after is probably not a good definition,
- 23 because it's about five days after and it's the same
- 24 answer. The process was engaged. I did not continue to
- 25 solicit and invite new people to this environment past

- 1 that date, but this was already underway.
- Q. But it wasn't deposited prior to your service?
- 3 A. The date on the check is -- state the question
- 4 again.
- Q. Was the check that's in Exhibit 35 deposited
- 6 prior to your being served the order that is Exhibit 31?
- 7 A. I don't believe so.
- 8 Q. It was deposited afterwards?
- 9 A. Right.
- 10 Q. I'm going to show you what we're marking as
- 11 Exhibit 36.
- 12 (Exhibit 36 was marked for identification.)
- 13 BY MR. WOMACK:
- 14 Q. Do you recognize Exhibit 36?
- 15 A. I do.
- 16 Q. In fact, you provided Exhibit 36 to the
- 17 Securities Division, didn't you?
- 18 A. I did.
- 19 O. It's a certificate of membership for Out of
- 20 the Blue Processors to Lee Weiss, W-e-i-s-s, in the
- 21 amount of 100,000?
- 22 A. Correct.
- O. With the certificate date of June 1, 2008?
- 24 A. Yes.
- 25 O. And the dating is the same as the other

- 1 certificates, right? It reflects the operating
- 2 agreement, not the date of investment?
- 3 A. That's correct.
- 4 Can I pause for a minute, seek counsel?
- 5 MR. WOMACK: Sure. Five minutes?
- 6 THE WITNESS: Sure.
- 7 MR. WOMACK: Let's go off the record.
- 8 (A recess ensued from 1:46 p.m. to 1:52 p.m.)
- 9 (Exhibit 37 was marked for identification.)
- 10 BY MR. WOMACK:
- 11 Q. We're back on the record, Mr. Steiner. You
- 12 understand you're still under oath?
- 13 A. Sure.
- 14 Q. We were talking about Exhibit 36 prior to our
- 15 break. I would like to show you what has been marked
- 16 Exhibit 37.
- 17 A. Correct.
- 18 Q. Does Exhibit 37 represent the investment
- 19 that's been memorialized in the exhibit that's
- 20 Exhibit 36?
- 21 A. Correct. No, that's not true. That's not
- 22 true.
- 23 Q. It's not?
- 24 A. No.
- Q. What does Exhibit 37 represent?

- 1 A. It shows a check for \$50,000 made out to Out
- 2 of the Blue.
- 3 Q. Is this an investment?
- A. It is. It doesn't reflect 36, though.
- 5 Q. Would it, coupled with the second investment,
- 6 be reflected in Exhibit 36?
- 7 Let me tell you where I'm going with this. As
- 8 I understand it from your testimony earlier in March,
- 9 you had these certificate templates. Sometimes you
- 10 would send them out, but if somebody invested more, you
- 11 updated the template, and so the template might reflect
- 12 two investments rather than one certificate per
- 13 investment.
- 14 A. Okay.
- 15 Q. Is that the case we see or the relationship we
- 16 see between Exhibit 36 and 37?
- 17 A. I can't be absolutely certain of that. I can
- 18 tell you that Lee Weiss is an investor and he made an
- 19 investment. He's got a certificate here, and this is a
- 20 check that went into Out of the Blue as an investment,
- 21 that's correct.
- 22 O. From Lee Weiss?
- 23 A. That's correct.
- 24 Q. And it's dated March 1, 2012?
- 25 A. That's correct.

- 1 (Exhibit 38 was marked for identification.)
- 2 BY MR. WOMACK:
- Q. I'm going to show you what we've marked as
- 4 Exhibit 38.
- 5 A. Before you give me Exhibit --
- 6 Q. Go ahead.
- 7 A. I have another just simple clarification
- 8 question, but I need it to be in private.
- 9 MR. ALLSWORTH: Let's us go out.
- 10 THE WITNESS: Okay. Hold that for one moment.
- MR. WOMACK: Go off the record.
- 12 (A recess ensued from 1:55 p.m. to 1:56 p.m.)
- MR. WOMACK: We're back on the record.
- 14 BY MR. WOMACK:
- Q. Mr. Steiner, do you understand you're still
- 16 under oath?
- 17 A. Sure.
- 18 Q. I've shown you what is Exhibit 38, certificate
- 19 of membership in Out of the Blue Processors, LLC, by Kim
- 20 Marie Weiss, or identifying Kim Marie Weiss. It is in
- 21 the amount of \$50,000. Could the check that's
- 22 Exhibit 37 represent this investment?
- A. No. Let me explain to you the Weiss
- 24 situation.
- 25 Q. Okay.

- 1 A. Exhibit 36 represents Lee Weiss for \$100,000,
- 2 dated the June 1, same date as all of the first
- 3 investors, if that makes sense. He invested \$100,000.
- 4 I believe it was a single investment of \$100,000. He
- 5 and his wife -- Lee and Kim were married. Subsequent to
- 6 this investment, Lee and Kim got a divorce. So they
- 7 asked me to separate the investment, 50 to Lee, 50 to
- 8 Kim. This represents her 50 of this 100.
- 9 Q. Okay.
- 10 A. This check is a continuation investment from
- 11 Lee. So at the end of the day, and I think I have
- 12 presented to you a list of investors, and it will have
- 13 Lee at 100 and Kim at 50. I believe Exhibit 37
- 14 represents the second portion of Lee's investment that
- 15 happened much sooner than the date being tied here in
- 16 this cease and desist.
- 17 Q. Thank you for that clarification. I'm looking
- 18 through our previous exhibits to find that list.
- 19 A. You asked for an updated one the last time we
- 20 met. It should be on that.
- 21 Q. Why don't we have Ricardo look for it, and I
- 22 can get on with the questioning.
- 23 A. So you understand this situation, there's 100
- 24 for Lee. Lee and Kim both were early investors. There
- 25 was a separation, and he made a continuation investment.

- 1 O. And the 50,000 dated March 1 is the
- 2 continuation, but collectively it's 150?
- 3 A. That's correct. Just for the record, it was
- 4 all before this cease and desist you're trying to tie
- 5 these to.
- O. The check dated March 1 was before the cease
- 7 and desist?
- 8 This is it, Exhibit 18. Is this what you're
- 9 referring to, the list?
- 10 A. Do you want me to answer the last question, or
- 11 skip that and answer this one?
- 0. Answer this one first. Exhibit 18 reflects
- 13 the Weisses' investments that you've just described?
- 14 A. If you see Lee at 100 and Kim at 50.
- 15 O. Excellent. Okay.
- 16 Back to the other question. Is it your
- 17 contention that this check dated March 1, 2012, predates
- 18 the service of the TC&D or the order --
- 19 A. I'm clarifying that Lee was an investor and
- 20 Kim was an investor long before this ever took place. I
- 21 met with them regularly. He made a continuation
- 22 investment.
- 23 O. And that continuation investment was after the
- 24 order was served on you, right?
- 25 A. The discussions were before and the check was

- 1 within a week of that date, yes.
- Q. Within a week after that date?
- 3 A. Correct.
- 4 (Exhibit 39 was marked for identification.)
- 5 BY MR. WOMACK:
- 6 Q. Let's turn to Exhibit 39. Do you recognize
- 7 Exhibit 39?
- 8 A. I do.
- 9 Q. It's a certificate of membership in Out of the
- 10 Blue II for Henry H. Clay IRA in the amount of \$35,000;
- 11 is that correct?
- 12 A. That's correct.
- 13 Q. And it's got the May 1, 2011 date?
- 14 A. That's correct.
- 15 Q. But that's not when he invested, is it?
- 16 A. No.
- 17 Q. Do you recall when he invested?
- 18 A. It would have been in 2013, it seems. I would
- 19 have to --
- Q. I won't make you guess the exact date. I
- 21 believe I have a document that can help you place it.
- 22 (Exhibit 40 was marked for identification.)
- 23 BY MR. WOMACK:
- Q. Exhibit 40 is a document we received. At the
- 25 bottom of page 2 of Exhibit 40 there is a reflection of

- 1 a couple transactions. Do you see those at the very
- 2 bottom?
- A. Point them out to me, please.
- 4 Q. The 11-6-13 transaction and the 11-25-13
- 5 transaction.
- 6 A. Correct.
- 7 Q. They add up to 66,000, correct?
- A. That's correct.
- 9 Q. But Exhibit 39 is for 35,000. Was there a
- 10 subsequent certificate issued?
- 11 A. There was -- they transferred the entire
- 12 66,000, the 35 and the 31, and he didn't want the 31 in,
- 13 and we returned it to him.
- 14 Q. So he never intended to invest 66?
- A. His intention was 35,000.
- 16 Q. And he did invest 35,000 on November 6, 2013?
- 17 A. That's the date the wire ultimately
- 18 transferred, yes.
- 19 Q. When did you discuss investment with Mr. Clay,
- 20 do you recall?
- A. Not specifically. It was just prior to Boyd's
- 22 death, Mr. Lunsford's death. Clay is a long-time,
- 23 probably 40-year friend of Boyd Lunsford.
- Q. Did you know him personally?
- 25 A. I met him through Boyd.

- 1 Q. So you had known him prior to this investment?
- 2 A. I didn't know him prior to the investment, no.
- 3 I knew who he was. I never met or visited with him.
- 4 Q. Tell me how you came in contact with Mr. Clay.
- 5 A. Boyd invited me to come and meet with him, and
- 6 so I did in New Mexico.
- 7 Q. Where did you meet?
- 8 A. In New Mexico.
- 9 Q. Was Boyd there?
- 10 A. Yes.
- 11 Q. Who did the talking when you all met regarding
- 12 the investment?
- 13 A. All of us.
- 14 Q. You told Mr. Clay some about the investment.
- 15 Mr. Lunsford told him other things about the investment.
- 16 How did that go?
- 17 A. Boyd and Mr. Clay, like I said, were 40-odd
- 18 year friends. They watched -- Henry was, he was aware
- 19 of what Boyd was doing, you know, for so many years with
- 20 China, and then Boyd invited Henry to participate in
- 21 this. And so he asked me to come over and put it in the
- 22 proper context, meaning documentation and things like
- 23 that.
- Q. Did you tell Mr. Clay about the Division's
- 25 action against you and Out of the Blue at the time?

- 1 getting at. And was he aware? He was made aware. Did
- 2 I pull out all the documentation and have him sign that
- 3 he read it? No. I don't know the specifics of that
- 4 conversation.
- Q. Here is what I'm getting at. Did you make him
- 6 aware?
- 7 A. I believe I did.
- Q. Okay.
- 9 A. I've talked with him subsequent to that, and
- 10 there was no -- there was nothing indicating that he
- 11 wasn't aware. So I believe I made him aware.
- 12 Q. What do you mean by there's nothing indicating
- 13 that he wasn't aware?
- 14 A. I talk with him pretty regularly, and I have
- 15 given him indications of how we're moving forward in all
- 16 regards. Specifically I spoke with him after you guys
- 17 called him, because he called me, and so he asked where
- 18 things were, and we readdressed things, and he indicated
- 19 that he was aware of what was going on. And so that
- 20 indicates to me that he was aware prior.
- Q. Okay. Do you think he was aware prior to the
- 22 wire transfer that's reflected in Exhibit 40?
- 23 A. I can't answer for what is in his mind.
- Q. Did you tell him about this litigation prior
- 25 to the wire transfer in Exhibit 40?

- 1 A. I can't be specific. I don't know the
- 2 specifics of the conversation. So I'll summarize one
- 3 more time. Boyd who was a friend of his --
- 4 Q. Before --
- 5 A. Let me finish. Boyd was a friend of his for a
- 6 long, long time. He had watched Boyd's activities for a
- 7 long, long time. He watched me come into this event
- 8 with Boyd and his relationships that we were pursuing.
- 9 He was aware of that.
- 10 I made Boyd aware of this investigation. They
- 11 talked regularly. Boyd asked me to come and help Henry
- 12 understand the mechanisms of what we were doing and what
- 13 it meant. We had a very comprehensive discussion at
- 14 that time, at which time I believe we made him aware of
- 15 the circumstances. Then Boyd died. Some time passed.
- 16 Henry and I communicated again, and we moved through the
- 17 transaction.
- 18 Q. So he didn't invest at the first, or sign
- 19 documents or whatever you require of them at the first
- 20 meeting. It was at a subsequent?
- 21 A. Actually he did.
- 22 Q. He made the decision to invest then?
- 23 A. That's correct.
- Q. Do you remember when the first meeting was?
- A. It was prior to Boyd's death in April of 2013.

- 1 So maybe, I don't know, March.
- 2 Q. Okay.
- 3 A. Something like that.
- 4 Q. Within a few months?
- 5 A. What do you mean?
- 6 Q. You say it's prior. Well, there's a lot of
- 7 history prior to Boyd's death. Was it within a few
- 8 months prior to his death?
- 9 A. Yeah, it was in close proximity to his death.
- 10 Q. Okay.
- 11 A. And that's why, frankly, there was a delay.
- 12 There was a funeral. There was other things. He got
- 13 married, things. So --
- 14 Q. Did he express any concern regarding the
- 15 Securities Division's litigation?
- 16 A. Not that I remember specifically. His
- 17 confidence was placed in his relationship with Boyd and
- 18 the integrity that Boyd had and the years that Boyd and
- 19 I had worked together. So we discussed the pluses and
- 20 the minuses of everything, and he determined that that's
- 21 what he wanted to do.
- Q. All right.
- MS. WEISS: Mr. Steiner, you talked about
- 24 someone named Clay and someone named Henry. Is that the
- 25 same person?

- 1 THE WITNESS: Henry's last name is Clay.
- MS. WEISS: Oh, okay.
- MR. WOMACK: We're going to move on to your
- 4 answers in the amended notice. This time I'm going to
- 5 try to give you the one that doesn't include my notes.
- 6 We're marking it as Exhibit 41.
- 7 (Exhibit 41 was marked for identification.)
- 8 MR. ALLSWORTH: Do you want to take some time
- 9 to read through that?
- 10 THE WITNESS: Sure.
- 11 BY MR. WOMACK:
- 12 Q. Mr. Steiner, you can -- is it your plan to
- 13 read the entire document?
- 14 A. It is.
- 15 Q. Do you have any reason to believe that that's
- 16 not the document you filed in this action?
- 17 A. No, I'm just trying to familiarize myself with
- 18 it.
- 19 Q. Certainly. I don't have questions about
- 20 everything. I'll direct you to where I have questions
- 21 and you can read those sections, and I think we can save
- 22 some time, if you would prefer to go that route.
- Otherwise, we're going to be here till late tonight.
- 24 A. Well, ask me the question. Then if I have to
- 25 sort through it, then I will.

- 1 O. You recognize Exhibit 41 as your answer to the
- 2 amended notice?
- A. I'm assuming so. That's what it says.
- 4 O. Well, you've taken a few minutes to review at
- 5 least the first couple of pages. Do you not recognize
- 6 the document?
- 7 A. Okay. It appears to be what you're suggesting
- 8 it be.
- 9 Q. Did you review this document prior to its
- 10 filing?
- 11 A. Yes.
- 12 Q. I noticed in your first answer you signed the
- verification, and if you'll go to where the yellow tab
- 14 is there in Exhibit 41, this verification wasn't signed.
- 15 Is there any reason for that that you know of?
- 16 A. No, I don't know. Honestly, I don't know the
- 17 content of this document as you're putting it in front
- 18 of me, and so I can't really answer many questions
- 19 without sorting through it. Is it an answer --
- 20 Q. Did you at one time know the content of the
- 21 document?
- 22 A. I'm assuming so. It's got my name on it, and
- 23 it's from my attorney, and so I'm going to say probably
- 24 so. But you hand me certain things, and I might need to
- 25 familiarize myself with it.

- 1 MR. ALLSWORTH: Steve, are you suggesting that
- 2 the Division did not receive a verified --
- 3 MR. WOMACK: I don't have a copy of it. Did
- 4 the Division receive a verified copy?
- 5 MR. ALLSWORTH: I certainly believe it did.
- 6 You've never raised that question with me. Had you not
- 7 received it and I thought I filed it, then either I made
- 8 a mistake or -- but you've never raised it, so I've
- 9 never even looked.
- 10 MR. WOMACK: It's not a big deal. I'm asking
- 11 the questions now.
- 12 THE WITNESS: There is -- well, okay.
- 13 BY MR. WOMACK:
- 14 Q. Do you have any reason to believe that this
- 15 inaccurately reflects the information requested or --
- 16 A. I'm not trying to be difficult.
- 17 O. I understand.
- 18 A. I don't know what's in here.
- 19 Q. Okay. Let's work our way through. It is my
- 20 position we didn't receive a verified copy, or if he has
- 21 any arguments that this is not a true and accurate
- 22 representation, then he can raise it.
- MR. ALLSWORTH: I do not, but I do note that
- 24 since October 10 of 2013, if what was filed with Docket
- 25 Control did not contain a verification, then it would

- 1 seem to me that the Division might have called that to
- 2 my attention so that I could supply it.
- 3 BY MR. WOMACK:
- Q. Okay. Turning to Paragraph 2 of this
- 5 document -- you know what would be easier, let's get
- 6 Exhibit 42 in front of you.
- 7 (Exhibit 42 was marked for identification.)
- 8 BY MR. WOMACK:
- 9 Q. Exhibit 42 is the amended notice that I
- 10 believe Exhibit 41 answers. Do you recognize
- 11 Exhibit 42?
- 12 A. I'm going to read on here what it says and
- 13 believe it to be that.
- 14 O. Sure. I think as we go through, in most
- instances, if you look at the paragraph number in your
- 16 answer, it responds to the paragraph number in
- 17 Exhibit 42.
- 18 So, for example, when you look at -- well, not
- 19 quite.
- 20 A. Are you saying this is what you guys sent me,
- 21 and this is our answer to that?
- Q. Correct. 41 is the answer to 42.
- A. You sent out 42, and we answered it with 41?
- Q. That's my understanding. And so if you look
- 25 at Paragraph 2 on Page 4 of Exhibit 41, it is responding

- 1 to Paragraph 2, Page 2 of Exhibit 42.
- 2 A. So just for the sake of -- point that out to
- 3 me.
- 4 Q. Yeah. That's Page 4. Page 2, Paragraph 2 of
- 5 Exhibit 42 is responded to --
- 6 A. Is this Paragraph 2?
- 7 Q. Correct.
- 8 -- in Exhibit 41, Page 4, Paragraph 2. And I
- 9 can understand getting into this that just reading the
- 10 answer without knowing the question could be
- 11 problematic, and that's why I'm putting both exhibits
- 12 before you.
- 13 A. So you're basically saying, you asked me if I
- 14 had been a resident of Arizona, and my response was that
- 15 the allegations of Paragraph 2, admit the allegations of
- 16 Paragraph 2.
- 17 Q. Right, but it appears that you deny knowledge
- 18 of a reference to a CRD. Do you not know what the CRD
- 19 is?
- 20 A. No. Did you provide a CRD?
- Q. CRD is the Central Registration Depository.
- 22 Did you at one time hold securities licenses?
- 23 A. I did.
- Q. And you held three licenses; isn't that
- 25 correct?

- 1 A. That's correct.
- Q. A Series 6, a Series 26, and a Series 63
- 3 license, right?
- 4 A. That's correct.
- 5 Q. And you took tests in order to earn those
- 6 licenses?
- 7 A. That's correct.
- 8 Q. How many years did you operate under those
- 9 licenses, do you recall?
- 10 A. I got the licenses, I believe, Series 7, I
- 11 believe in 1989.
- 12 Q. Series 7 or Series 6? Did you have a
- 13 Series 7?
- 14 A. Let's see.
- 15 Q. I'll just represent to you that the CRD
- 16 reflected to me that you had a Series 6, but not a 7.
- 17 A. 6 and 63.
- 18 Q. Those were the first, and then subsequently a
- 19 26.
- 20 A. Okay, that's correct.
- Q. And do you recall what those licenses permit
- 22 you or authorize you to do?
- 23 A. To sell -- to work with a broker dealer and
- 24 sell their securities.
- Q. And did you have to study to take those tests?

- 1 A. Sure.
- Q. Did you take a course to assist your study?
- 3 A. No.
- Q. Did you refer to books to assist your study?
- 5 A. (Nods head.)
- 6 Q. Do you recall what kind of books?
- 7 A. Probably books that were related to the
- 8 information on the test.
- 9 Q. How many times did you take the Series 6 and
- 10 63 test?
- 11 Well, let me back up. Did you take the combo
- 12 test, or did you take a 6 and then subsequently a 63
- 13 test?
- 14 A. I honestly don't remember.
- 15 Q. Okay.
- 16 A. This is going back maybe more than ten years
- 17 ago.
- 18 Q. Sure. But I certainly remember my bar exam.
- 19 A. Okay. But you also practice law now and
- 20 continue to.
- 21 Q. Your Series 6 exam, do you recall how long
- 22 that took?
- A. I don't believe so. A couple hours maybe.
- Q. Do you recall how long your Series 26 exam
- 25 took?

- 1 A. No.
- Q. Was it another couple hours or so, or you
- 3 don't recall?
- 4 A. I don't remember the time it took to take the
- 5 test. I remember taking the test.
- Q. And then you worked under these licenses?
- 7 A. That's correct.
- 8 Q. And no one ever referred to the CRD during
- 9 that time period?
- 10 A. I know what a CRD number is.
- 11 Q. Okay.
- 12 A. I didn't understand what you were asking with
- 13 respect to this question. You say at all times
- 14 relevant, Mark Steiner has been an Arizona resident. I
- 15 didn't know -- I didn't know what CRD number was. I
- 16 thought you were referencing something in one of your
- 17 dockets and all that kind of stuff, so...
- 18 Q. It's not your contention that that wasn't the
- 19 number assigned to you by the CRD, though?
- 20 A. No.
- 21 Q. Okay.
- 22 A. No. No.
- Q. You don't hold those licenses any longer, do
- 24 you?
- A. And I haven't for many, many years.

- 1 Q. Let's go to Paragraph 10 of Exhibit 41 and 42.
- 2 Do you recall when Out of the Blue began marketing
- 3 investment?
- 4 A. About 2008.
- Q. Okay. I'm correct, aren't I, that Out of the
- 6 Blue only marketed this investment that was through
- 7 Lunsford?
- 8 A. That's correct.
- 9 Q. And it's the same operating -- not the same
- 10 operating agreement, but same relationship between Out
- 11 of the Blue originally and Out of the Blue II and
- 12 Lunsford, whether it was the individual, limited, or
- 13 LLC?
- 14 A. You've got your company and things right. I
- 15 don't remember the specifics of the question.
- 16 Q. Well, when we're talking about this
- 17 investment, the entities change names a little bit, or
- 18 the operating agreement changed names, which I think
- 19 we've discussed before. But it's the same --
- 20 A. Principal.
- 21 Q. -- principal, same type of investment?
- 22 A. Right.
- 23 Q. Lunsford facilitating these international
- 24 developments?
- 25 A. Correct.

- 1 O. Do you remember who the first investor was?
- 2 A. The Howards. They're the first on the list.
- 3 O. Howards listed in Exhibit 18?
- 4 A. That's correct.
- 5 O. And do you recall the month in which they
- 6 invested?
- 7 A. Not specifically.
- 8 Q. I thought Exhibit 8 might help us out, but
- 9 there's not a date on it either.
- 10 A. I think what you're getting at is probably it
- 11 was sooner than the June 1 date.
- 12 O. Well, I'm not trying to get at anything. I
- 13 just am trying to get at when in 2008 this began, and
- 14 the nature of your denial in Paragraph 10. But it seems
- 15 like you -- well, in Paragraph 10 you state,
- 16 "Respondents deny knowledge sufficient to form a belief
- 17 regarding whether the allegations in Paragraph 10 are
- 18 true and therefore deny the same."
- But you don't deny that you began soliciting
- 20 investment in about 2008; isn't that right?
- 21 A. I mean that's the date on the operating
- 22 agreement. That's when we were putting things together.
- Q. Okay. Let's look at Exhibit 5 that was a part
- of the 2012 examination. In Exhibit 5, the page
- 25 denominated ACC 000359 is a table. Did you prepare this

- 1 table?
- 2 A. I did.
- Q. And there is a name Howard listed in the
- 4 table, and the number 100 in the column that looks like
- 5 6-08 through 12-08.
- 6 A. That's correct.
- 7 Q. So in the second half of 2008 it looks like
- 8 the Howards began investing?
- 9 A. That's correct.
- 10 Q. The investment was to further these projects
- 11 that Lunsford was hoping to generate with the Chinese
- 12 government?
- 13 A. That's correct.
- 14 Q. I'm struggling with how you don't know about
- 15 the facts that we asserted in our Paragraph 10 in
- 16 Exhibit 42. As you sit here today, if you take a moment
- 17 and read that sentence, what fact asserted in that
- 18 sentence do you disagree with?
- MR. ALLSWORTH: Counsel, if I may, that's --
- 20 MR. WOMACK: Let's let him answer first.
- 21 THE WITNESS: I don't see anything in this
- 22 Facts, A.10, that is necessarily misunderstanding.
- 23 BY MR. WOMACK:
- 24 Q. Would you agree with the statement there,
- 25 Paragraph 10?

- 1 A. That in 2008 I started talking to people about
- 2 this project, yes.
- O. Okay. Let's go to Paragraph 11.
- 4 A. Sidebar for a minute?
- MR. WOMACK: Sure. Why don't you guys go out.
- 6 THE WITNESS: Tired of getting up?
- 7 MR. WOMACK: I am. Off the record.
- 8 (Exhibit 43 was marked for identification.)
- 9 (A recess ensued from 2:29 p.m. to 2:31 p.m.)
- 10 BY MR. WOMACK:
- 11 Q. Mr. Steiner, we're back on the record. Do you
- 12 understand you're still under oath?
- 13 A. Sure.
- 14 O. We're going to take a brief detour here, and
- 15 I'm going to show you what has been marked as
- 16 Exhibit 43, if you could familiarize yourself with that
- 17 exhibit.
- MR. ALLSWORTH: I don't believe this is an
- 19 exhibit that was given to anybody. Certainly it doesn't
- 20 have --
- 21 MR. WOMACK: It's the exhibit I'm giving to
- 22 you to review.
- MR. ALLSWORTH: Never seen it before.
- MR. WOMACK: Art, you're not testifying.
- MR. ALLSWORTH: I'm advising my client.

- 1 MR. WOMACK: You're advising your client as to
- 2 the content of the exhibit.
- MR. ALLSWORTH: This is a forgery, this is a
- 4 forgery.
- MR. WOMACK: By stating that, you're
- 6 testifying and you're giving him information
- 7 regarding --
- MR. ALLSWORTH: I'm assisting my client.
- 9 MR. WOMACK: You're coloring the testimony of
- 10 your client. Please stop.
- 11 THE WITNESS: One more minute then?
- MR. WOMACK: Seriously?
- 13 THE WITNESS: Yeah.
- MR. WOMACK: Okay, briefly. We're going to be
- 15 here all afternoon. Let's go off the record.
- 16 (A recess ensued from 2:32 p.m. to 2:35 p.m.)
- 17 BY MR. WOMACK:
- 18 O. We're back on the record, Mr. Steiner. You
- 19 understand you're still under oath?
- 20 A. Sure.
- O. We were talking about Exhibit 43. We went off
- the record, and you took it out of the room with your
- 23 attorney; is that correct?
- 24 A. That's correct.
- Q. Do you recognize Exhibit 43?

- 1 A. As you present it to me now, I'm reminded of
- 2 it, yes.
- 3 Q. Is this a document that you would hand to
- 4 potential investors?
- 5 A. I didn't remember this until just now you
- 6 handed it to me. It's the early -- the earliest version
- 7 of what we have provided you in a slightly different
- 8 format.
- 9 Q. And we're going to get to that --
- 10 A. Sure.
- 11 Q. -- because I have a couple versions.
- 12 A. I understand.
- 13 Q. As you sit here today, do you recognize
- 14 Exhibit 43?
- 15 A. I understand what it is, yeah.
- 16 Q. And did you hand this out to potential
- 17 investors?
- 18 A. I would have given it to a couple people,
- 19 sure.
- Q. And I'm going to hand you what has been marked
- 21 as Exhibit 44.
- 22 (Exhibit 44 was marked for identification.)
- 23 BY MR. WOMACK:
- Q. Please look through it.
- 25 A. It is the same, uh-huh.

- 1 Q. Do you recognize Exhibit --
- What did we mark that?
- 3 MR. ALLSWORTH: 44.
- 4 BY MR. WOMACK:
- 5 O. -- 44?
- 6 A. I do.
- 7 Q. And I'm going to remind you of Exhibit 2,
- 8 since it's been since the fall of 2012 since you've seen
- 9 it. Exhibits 43, 44 and 2 are all basically the various
- 10 versions that you were mentioning a moment ago?
- 11 A. That's correct.
- 12 Q. Now, Exhibit 44 is pretty thorough. If you
- 13 look at Page 2 of the exhibit, there's a table of
- 14 contents. Do you have that in front of you?
- 15 A. I do.
- Q. Exhibits 43 and 2, these two, were they handed
- 17 out within a larger packet like what is represented in
- 18 44? Does that question make sense?
- 19 A. You're saying the structure of this, was their
- 20 structure similar to this here?
- Q. Right, the structure in 44, were Exhibits 2
- 22 and 43 handed out in a similar way? For example, when
- 23 you did Exhibit 43, which I think you mentioned was the
- 24 earliest version, was it within a larger packet that
- 25 included an introduction --

- 1 A. No.
- 2 Q. No? It was handed out alone?
- 3 A. I believe so.
- 4 Q. Same question for Exhibit 2. Was it handed
- 5 out alone as this exhibit is, or was it handed out
- 6 within a larger packet like Exhibit 44?
- 7 A. No. No. These were all independent.
- 8 Q. Okay. Okay. And Exhibits 2, 43 and 44 were
- 9 documents provided to potential investors to inform them
- 10 of the nature of the investment; is that correct?
- 11 A. Yeah. The intention when we first started in
- 12 talking with people was to help them understand what we
- 13 were doing. So we put in an overview so people could
- 14 understand what it was about, right?
- And then it evolved to some potential projects
- 16 that we then decided to begin including. But then the
- 17 projects would -- there were dynamics to the projects
- 18 that were hard to continually move through and make a,
- 19 you know, an extraordinary volume. And so we finalized
- 20 a format which has been this type of structure as
- 21 Exhibit 2 --
- 22 Q. Okay.
- A. -- for probably, I'm going to say 80, 90
- 24 percent of the people that we spoke to.
- Q. Okay. If you'll turn to the last page of

- 1 Exhibit 43 entitled "Opportunity." Do you see the
- 2 number of projects listed there?
- 3 A. I do.
- 4 Q. They include oil, alternative energy,
- firearms, ammunition, beauty supplies, et cetera?
- 6 A. I do.
- 7 Q. And then going to 44, the page Bates numbered
- 8 ACC 001777 entitled Project Overview Statement, 1777,
- 9 and there are several projects listed there, correct?
- 10 A. That's correct.
- 11 Q. Including operational capital, sporting goods
- 12 ammunition, Cabela's, car rental, beef contract?
- 13 A. Right.
- 14 Q. Keeping those two in mind, if we could turn to
- 15 your answer to the amended notice, Paragraph 11, compare
- 16 that to the amended notice's Paragraph 11.
- 17 A. Okay.
- 18 Q. And that paragraph, the second sentence reads,
- 19 "Respondents allege" -- the Paragraph 11 of your answer
- 20 to the amended notice. "Respondents allege that the
- 21 allegation regarding firearms is an example of the
- 22 dishonest and knowingly false nature of some the
- 23 petitioner's --
- 24 A. Where are you reading?
- Q. Paragraph 11 of the answer. I'll start again.

- 1 "Respondents allege that the allegation regarding
- 2 firearms is an example of the dishonest and knowingly
- 3 false nature of some of the petitioner's allegations in
- 4 this matter." Do you see that?
- 5 A. I do.
- 6 Q. Is that your position with regard to the
- 7 allegation regarding firearms in Paragraph 11 of the
- 8 amended notice? Because, as I understand it,
- 9 Exhibits 43 and 44, these executive summaries, were
- 10 documents you handed to investors regarding the
- 11 investment with Lunsford, and both those documents
- 12 identify ammunitions and firearms, don't they?
- 13 A. They do.
- 14 Q. So is it still your contention that the
- 15 Division has made a false statement with regard to these
- 16 firearms?
- 17 A. No. No. And I'm not trying to deny the
- 18 nature of the things that we've done as a company. The
- 19 wording of some of the questions --
- 20 Q. Let's just focus on Paragraph 11 --
- 21 MR. ALLSWORTH: He hadn't finished his answer,
- 22 Counsel.
- 23 THE WITNESS: The wording of the questions
- 24 left some open-ended concerns of mine that I didn't want
- 25 to get misconstrued.

- 1 This answer prepared by my attorney in
- 2 response to you and reviewed by me was probably not
- 3 reviewed as thoroughly by me as it should have been.
- 4 And with respect to the Document 44 and 43 that you've
- 5 provided me, they were very early on in the process,
- 6 three plus years prior to any business activity that we
- 7 had been involved in in the recent time.
- 8 BY MR. WOMACK:
- 9 Q. I'm sorry, break that down for me.
- 10 A. We started our business in 2008, and we had
- 11 some rudimentary documentation to try to keep people
- 12 informed of the activities that were going on, only for
- 13 the very earliest of investors.
- In 2012, you served me with some
- documentation, and then shortly thereafter we had some
- 16 questions. And so in answer to the things in here, my
- 17 answers were more reflective of recent activity more
- 18 than remembering way back in Version 1, Version 2, the
- 19 kind of discussion there.
- 20 So there's no intention here to be
- 21 misrepresentative of what was taking place, but in the
- 22 context of a couple of these questions, for example, did
- 23 I remember my CRD number? No. We're going back a
- 24 decade plus. And some of these earlier versions, you
- 25 asked me to provide what we were providing, and I

- 1 provided you Exhibit 2. I had forgotten back four years
- 2 earlier, whatever that term was, that we had some early
- 3 version things that had been passed out. Does that make
- 4 sense?
- 5 Q. But you don't deny that you passed out 43 and
- 6 44?
- 7 A. No.
- 8 Q. So as we sit here today, you don't deny that
- 9 at least at some point the various Chinese projects
- 10 included oil, alternative energy, firearms and
- 11 ammunition, beauty supplies, and other retail products?
- 12 A. That's correct.
- MR. ALLSWORTH: Counsel, to clarify the
- 14 situation, your amended notice is dated September 6 of
- 15 2013, and we were making a response to the amended
- 16 notice which had an inaccurate -- as far as what we were
- 17 thinking of at the time, and certainly what I knew of at
- 18 the time, we were answering the question with respect to
- 19 September 6 and the date of the response was October, I
- 20 think. Yeah, October.
- 21 BY MR. WOMACK:
- Q. So a moment ago when you said, Mr. Steiner,
- 23 2012, you're now reminded that it was 2013?
- 24 A. Correct.
- Q. Fair enough.

- 1 A. We're addressing information most recently
- 2 here, and you're inquiring about things that were four
- 3 to more than ten years ago, and had versions modified to
- 4 be more professional and more simple to help people
- 5 understand. And so my recollection, the questions
- 6 addressing specifically about information provided in
- 7 the earliest days, I'm not disputing that we handed out.
- 8 Q. Okay.
- 9 A. But I am clarifying why they were answered the
- 10 way they were answered.
- 11 Q. Well, that's why we're asking the guestions.
- Let's turn to Exhibit 45. We can get those
- 13 out of the way.
- 14 (Exhibit 45 was marked for identification.)
- 15 BY MR. WOMACK:
- 16 Q. Exhibit 45 is entitled Operating Agreement of
- 17 Out of the Blue Processors, LLC. Do you recognize
- 18 Exhibit 45?
- 19 A. I do.
- Q. And it's dated June 1, 2008; is that correct?
- 21 A. Right.
- Q. In fact, you handed out versions of this basic
- 23 exhibit to investors?
- A. That's right.
- Q. And I believe, if I may summarize -- and

- 1 correct me if I'm wrong -- from your earlier testimony
- 2 that the first paragraph on Page 2 of Exhibit 45, as
- 3 well as Paragraph 2.2 and the signature pages at the
- 4 very end, would vary as people invested, but the rest of
- 5 the content remained the same?
- 6 A. I believe so.
- 7 O. So if we turn to -- well, let me ask this
- 8 question before we do that.
- 9 Apart from those variations that I just
- 10 mentioned, additional investors, did Out of the Blue
- 11 issue any other operating agreements on June 1, 2008?
- 12 A. Not that I'm aware of. The general idea was
- 13 meant to house that, but I can only speak to this is the
- 14 operating agreement that we were using, that I believe
- 15 we used.
- 16 Q. If you'll turn to Paragraph 13 of the amended
- 17 notice and your amended answer --
- 18 A. Which one is that?
- 19 Q. Paragraph 13 of each of them. If you could
- 20 take a moment to read the question or the allegation and
- 21 your answer. It's not your contention that
- 22 Exhibit 45 -- let me get into that question this way.
- 23 You admit that Exhibit 45 is the operating
- 24 agreement of Out of the Blue Processors, LLC?
- 25 A. Correct.

- 1 Q. That you --
- 2 A. Right.
- 3 Q. -- either prepared or had prepared for
- 4 investors?
- 5 A. That's right.
- 6 Q. And that the content of it is as you approved
- 7 or crafted?
- 8 A. That's right.
- 9 Q. Let's move on.
- 10 (Exhibit 46 was marked for identification.)
- 11 BY MR. WOMACK:
- 12 Q. I have marked this next document as
- 13 Exhibit 46. It's entitled Bank Statements Review, and
- 14 dated March 18, 2014. Do you recognize this document?
- 15 A. I do.
- 16 O. Did you draft this document?
- 17 A. I did.
- 18 Q. And this document was drafted in response to a
- 19 number of bank records the Division provided you and
- 20 asked for you to comment on; is that correct?
- 21 A. That's correct.
- Q. And this is true and correct to the best
- 23 knowledge you have as you sit here today?
- 24 A. Yes. Certainly the intention is it's correct,
- 25 yes.

- 1 O. If I recall correctly, the bank records in
- 2 general that the Division asked you to comment on
- 3 regarded transactions between Out of the Blue and
- 4 Lunsford Consulting?
- 5 A. They were Out of the Blue statements.
- 6 Q. Okay.
- 7 A. Out of the Blue bank statements, Out of the
- 8 Blue Processors' bank statements.
- 9 Q. And there were specific transactions within
- 10 those statements that your attention was directed to.
- 11 Do you remember those?
- 12 A. They were highlighted in yellow and it
- 13 appeared to be a lot of cash withdrawal.
- 14 Q. Cash transactions?
- 15 A. Correct.
- 16 O. Okay. And from Exhibit 46, it appears that
- 17 those cash transactions were transferred or otherwise
- 18 distributed to Lunsford Consulting?
- 19 A. For the use of Lunsford Consulting, yes.
- 20 Q. As you state in 46. I don't want to put words
- in your mouth, but that's what you're saying here?
- 22 A. Yeah. The money out of Out of the Blue
- 23 Processors was investor dollars that were meant to
- 24 support Lunsford Consulting in its efforts to exist and
- 25 further the business of Lunsford Consulting.

- 1 Q. I am showing you what we previously marked as
- 2 Exhibit 25, the private placement memorandum between Out
- 3 of the Blue and Lunsford Consulting. Do you recall this
- 4 document?
- 5 A. I do.
- 6 O. Were the cash transactions discussed in
- 7 Exhibit 46, your statement entitled Bank Statements
- 8 Review, transactions that occurred pursuant to the
- 9 agreement that is Exhibit 25?
- 10 A. Exhibit 25 is an agreement that says Out of
- 11 the Blue is raising money to support Lunsford
- 12 Consulting. The cash transactions, withdrawals out of
- 13 the Out of the Blue statements were used to support
- 14 Lunsford Consulting per these three items.
- 15 Q. I'm not trying to be coy here, but I'm
- 16 thinking about your answer and my question. Are you
- 17 answering yes?
- 18 A. I'm trying to make sure I don't answer a
- 19 targeted question inappropriately. And so what I'm
- 20 trying to help you understand is the relationship once
- 21 again. Out of the Blue took in the investment dollars.
- 22 The use of the investment dollars were exclusively for
- 23 the furtherment of Lunsford Consulting. So when cash
- 24 was withdrawn from Out of the Blue, it was used to
- 25 sustain Lunsford Consulting.

- O. Okay. And you and Mr. Gonzales spent a lot of
- 2 time on transactions between Out of the Blue and
- 3 Lunsford Consulting earlier this month, and I don't want
- 4 to rehash all of that, but I've got to wrap my mind
- 5 around this.
- 6 Were these cash -- well, let's go to
- 7 Paragraph 22 of the notice, amended notice and the
- 8 answer to the amended notice.
- 9 Have you had a chance to review those two
- 10 paragraphs?
- 11 A. Okay.
- 12 Q. In Paragraph 22 of your answers to the amended
- 13 notice, you categorized transactions to Lunsford as
- 14 loans in the lengthy discussion with Mr. Gonzales you
- 15 had earlier this month, and just now you didn't identify
- 16 at least these cash transactions as loans. Were there a
- 17 variety of transfers to Lunsford Consulting, or
- 18 transfers for a variety of reasons, I mean?
- 19 A. Not a variety of reasons. A few, you know.
- 20 The ones I stated in the letter.
- 21 Q. The exhibit --
- 22 A. What are you trying to get at? Because I'll
- 23 state one more time and see if this is an answer.
- 24 Q. Okay.
- 25 A. Out of the Blue raised the money. It was used

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- 1 for Lunsford expenses. The relationship in a loan
- 2 environment maximized the potential and structure that
- 3 money was used. Lunsford then spends the money in an
- 4 effort to continue and succeed at that business
- 5 endeavor.
- Q. Well, now you use the word "loan" and you used
- 7 the word "loan" in Paragraph 22. What I'm trying to get
- 8 at is, why did you not describe them as loans in your
- 9 previous examination testimony and in Exhibit 46?
- MR. ALLSWORTH: Counsel, I believe the word
- 11 "lend" was my mistake, carelessness. That has never
- 12 been the real relationship. However, it's been, as I
- 13 understand the relationship, it was a convenient word to
- 14 use at the time.
- 15 BY MR. WOMACK:
- 16 Q. Do you incorporate that? I mean is that your
- 17 understanding?
- 18 A. Sure, sure. I'm going to go back.
- 19 Q. No, no.
- 20 A. Yeah, I need to.
- Q. But if you're going to say the exact same
- 22 things you said before, I don't want to spend the time
- 23 on it because it's already --
- 24 A. If you're trying to get me to admit to
- 25 something that I don't know, or explaining, you know,

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- 1 I'm trying to give you some clarity here.
- Q. What I'm trying to get you to do is speak to
- 3 the word "lend" or the use of the idea "loan." Were
- 4 these transactions between Out of the Blue Processors
- 5 and Lunsford Consulting loans? I think you're crediting
- 6 me with too much behind my questions. I mean them to be
- 7 simple questions.
- 8 A. I understand. And I am a little confused with
- 9 the structure of the question you're trying to ask. So
- 10 you're getting at a pointed environment. We've used
- 11 some terms through this discussion that have more narrow
- 12 scope than I have intended for them from time to time,
- 13 and I want to avoid that circumstance. So I'm just
- 14 going to repeat it the way it was, but I won't repeat
- 15 it, but you understand the relationship.
- 16 Q. As I understand it, Out of the Blue did not
- 17 loan Lunsford money?
- 18 A. No. No.
- 19 Q. Out of the Blue did not expect a repayment
- 20 from Lunsford on the monies distributed to --
- 21 A. Out of the Blue --
- 22 Q. It's a yes-or-no question. Just follow on
- 23 this and I think we'll get somewhere constructive. Is
- 24 it true that Out of the Blue did not expect Lunsford to
- 25 pay back the monies transferred to Lunsford, dollar for

- dollar? 1
- Α. 2 No.
- 3 Ο. Out of the Blue did expect to profit from its
- relationship with Lunsford? 4
- That's correct. 5 Α.
- For itself and for its investors? 6 Q.
- 7 Α. That's correct.
- But the money sent from Out of the Blue to 8 Q.
- 9 Lunsford was actually pursuant to the operating
- agreement --10
- 11 Α. That's correct.
- 12 0. -- to forward the business of Lunsford
- internationally? 13
- 14 Α. Out of the Blue did not make a loan to
- Lunsford. 15
- 16 Q. Okay.
- Out of the Blue's investment dollars were used 17 Α.
- to support Lunsford. 18
- There's no loan agreements between Out of the 19 Ο.
- 20 Blue --
- 21 Α. Okay.
- -- and Lunsford, right? 22 Q.
- 23 Α. Right.
- Now, we've struggled with questions that I 24 Ο.
- 25 thought were easy. This next one is hard, but it's not

- of my making. If you'll turn to Paragraphs 24 through
- 2 28 of the amended notice and the amended answer -- or
- 3 the answer to the amended notice. In Answers 24 through
- 4 28, you say you're adopting by reference answers to the
- 5 original petitions, temporary orders, paragraphs 9
- 6 through 15.
- Now, Paragraphs 9 through 15 include seven
- 8 paragraphs. Your answers incorporating that language
- 9 include five paragraphs. I don't know if you meant the
- 10 paragraphs, what paragraph relates, what paragraph in
- 11 your answer relates to the paragraph in the notice or
- 12 what paragraph in your original answer.
- 13 A. So, why don't -- can you give me some time to
- 14 review those? Take a break, use the bathroom.
- 15 Q. Yes. And why don't I also give you Exhibit
- 16 47, which is the original answer.
- 17 (Exhibit 47 was marked for identification.)
- 18 MR. WOMACK: Do you want to go off record for
- 19 a break and then --
- THE WITNESS: That would be fine.
- MR. WOMACK: Okay. Let's go off record.
- 22 (A recess ensued from 3:06 p.m. to 3:42 p.m.)
- 23 BY MR. WOMACK:
- Q. We're back on the record. Mr. Steiner, you
- 25 understand you're still under oath?

- 1 A. I do.
- Q. Prior to going off the record, I expressed
- 3 some confusion of my own with your answer to the amended
- 4 notice. Do you have a statement with regard to those
- 5 paragraphs?
- 6 A. I do. For clarity's sake, the questions you
- 7 were asking basically involved three different
- 8 documents, so there was a certain amount of confusion as
- 9 to what the reference was. So let me clarify that.
- In the original temporary restraining order
- 11 you identified a number of accusations. We answered
- 12 those accusations with our original answer.
- 13 Then you reasked the questions again, or some
- 14 of the questions again. And we made a summary statement
- in our amended answers to include 24, 25, 26, 27 and 28.
- 16 The crux of all those questions were answered, I guess
- 17 five of those were answered completely in a set of seven
- 18 answers that encompassed the body of our answer.
- 19 The initial accusation listed a lot of
- 20 information about what we're doing. We answered that
- 21 with seven questions. Then you asked the questions
- 22 again. And we referred to those seven answers to answer
- 23 your five questions. So in the body of those seven
- 24 answers are all of the answers associated with your five
- 25 questions, 24 through 28.

- 1 Let me further explain.
- 2 O. You can see the confusion.
- 3 A. 24, 25, 26, 27 and 28 of your amended
- 4 questioning contains statements that are fundamentally
- 5 nontrue. They're untrue statements. They're
- 6 accusations that are not true. They're factually
- 7 incorrect.
- 8 You can't answer again a question that's
- 9 factually incorrect, and we referenced that in our first
- 10 answers, and it's still a question or series of
- 11 questions that are factually inaccurate. So you can't
- 12 answer --
- 0. If that were the case, then the answer would
- 14 be deny.
- 15 A. Well, we did say we deny, respondents deny the
- 16 knowledge of these things, over and over again.
- 17 Q. If you'll look at Exhibit 42, Page 6,
- 18 Paragraph 24, and in Exhibit 41, Page 8, Paragraph 24.
- 19 Are you saying that the response to Exhibit 24 -- I'm
- 20 sorry, Paragraph 24 in Exhibit 42 is Paragraphs 9
- 21 through 15 of Exhibit 47 in your original answer.
- MR. ALLSWORTH: I think we've made the point
- 23 that 9 was incorrect.
- MR. WOMACK: No, there's a question pending.
- THE WITNESS: Question No. 24, Question

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- 1 No. 25, 26 and 27 and 28 all address an event.
- 2 BY MR. WOMACK:
- 3 O. I understand that.
- 4 A. And they address an event that was served me
- 5 in a temporary restraining order, correct? Or --
- 6 Q. What paragraphs in Exhibit 47 relate to
- 7 Allegation 24 in Exhibit 42?
- 8 MR. ALLSWORTH: The document speaks for
- 9 itself, Steve.
- 10 MR. WOMACK: It doesn't, Art.
- 11 MR. ALLSWORTH: It does.
- 12 THE WITNESS: So can I try it this way --
- 13 BY MR. WOMACK:
- 14 Q. Sure.
- 15 A. -- without making reference to these other
- 16 documents? Because I think what you're really trying to
- 17 do is you're trying to answer a verbatim, where is my
- 18 answer to 24, where's my answer to 25, where's my answer
- 19 to 26.
- Q. Correct, that's exactly what I'm trying to do.
- 21 A. So rather than referring to these previous
- 22 answers, make a separate independent statement that's
- 23 not intended to conflict with any of these answers but
- 24 to offer clarity to Question 24, 25, 26, 27 and 28. So
- 25 rather than trying to match them up and notwithstanding

- 1 the answers we've already provided, because we've told
- 2 you why we've answered it that way, but it's not a
- 3 sufficient answer to you, correct?
- Q. The reason why it's insufficient is the way I
- 5 read it, Paragraphs 9 through 15, all of them, all seven
- 6 relate to Paragraph 24, and that doesn't make sense to
- 7 me.
- 8 A. So let me offer clarity.
- 9 Q. Okay.
- 10 A. They all respond to 10 through 15?
- MR. ALLSWORTH: Yes.
- THE WITNESS: 10 through 15. 9 appears to
- 13 reference a separate question.
- 14 BY MR. WOMACK:
- 15 O. Okay.
- 16 A. 10 through 15 answer 24, 25, 26, 27, 28.
- 17 Q. So 10 answers 24, 11 --
- 18 A. No.
- 19 O. So then the answer is yes?
- 20 A. No.
- 21 Q. 10 through 15 relate to 24?
- A. No. What you've said is, you've addressed a
- 23 specific in 24. You've addressed -- I'm going to say
- 24 you've addressed a specific nonfactual statement, and
- 25 then you addressed in 25 another nonfactual statement,

- 1 and then 26 another nonfactual statement, and 27 another
- 2 nonfactual statement, and 28 another nonfactual
- 3 statement.
- 4 So the answer to those is they're accusations
- 5 that are unfounded and inaccurate, not factual, and
- 6 you're asking me to respond to something unfounded and
- 7 inaccurate. And in our original answers we said there's
- 8 not enough information to answer these.
- 9 Q. So do you deny Paragraph 24 of Exhibit 42, the
- 10 amended notice?
- 11 A. I have questions about the factual statement
- 12 of it.
- 13 Q. Okay. Did you e-mail someone regarding
- 14 investment with Lunsford in January of 2012?
- 15 A. That's a statement I have no idea. You're not
- 16 referencing -- you're not --
- 17 Q. Did you e-mail an Arizona resident in January
- 18 of 2012 regarding investment with Lunsford?
- 19 A. Well, there's a lot of Arizona residents.
- 20 There's a lot of people I talked to. And so that could
- 21 entail as many as four million people. This is why --
- Q. How many people have you contacted regarding
- 23 this investment?
- A. There's four million people in Arizona or some
- 25 number of that. So if you're saying an Arizona

- 1 resident, you have now opened it up to four million
- 2 people.
- O. Okay.
- A. And I don't communicate with four million
- 5 people.
- 6 Q. But some Arizona residents?
- 7 A. Well, I communicate with other state
- 8 residents, also. And so you are making some very
- 9 specifics about a particular person that you're not
- 10 identifying that we have a dispute with --
- 11 Q. Okay.
- 12 A. -- as to the factual basis of that entire
- 13 thing.
- 14 Q. Let's move on to Paragraph 25. Did you send
- 15 an Arizona resident contract information regarding
- 16 investment in Out of the Blue?
- 17 A. I need to know specifically --
- MR. ALLSWORTH: Who.
- THE WITNESS: -- who you're referring to of
- 20 the residents of Arizona.
- 21 BY MR. WOMACK:
- 22 O. Did you send any resident of Arizona an
- 23 operating agreement, whether Out of the Blue Processors,
- 24 LLC or Out of the Blue Processors, LLC II?
- 25 A. It's a very general statement. There are

- 1 people --
- 2 Q. It's very specific.
- A. No, it's -- you want -- I do have investors
- 4 that live in Arizona that I've communicated with. And
- 5 did I communicate with them in January? Maybe. Are
- 6 there Arizona residents who are investors with me that I
- 7 have forwarded information in follow-up with some of the
- 8 documents? Maybe.
- 9 But you have identified an Arizona resident as
- 10 if it's a particular individual that you're not
- 11 identifying, and I don't -- I can't answer to a specific
- 12 that you won't identify.
- Q. Do you remember talking to someone in January
- 14 2012 regarding a \$200,000 investment?
- 15 A. I remember speaking with somebody about a
- 16 \$200,000 investment.
- 17 Q. And that would be a significant investment,
- 18 given the amounts invested by others, wouldn't it be?
- 19 A. Sure.
- 20 Q. Do you remember sending that person a copy of
- 21 Exhibit 1, understanding these things varied --
- 22 A. Can I look at Exhibit 1?
- Q. -- with regard to the persons identified in
- 24 the initial paragraph?
- 25 A. There is nobody identified in -- oh, you're

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- 1 saying --
- Q. We've already discussed how these documents
- 3 evolved as you made more investments, right? That the
- 4 initial paragraph in Paragraph 2.2 evolved as people
- 5 came on board?
- 6 A. That's correct. Did you just ask me did I
- 7 send this to somebody in this block?
- 8 O. No. I'm asking did you send a document like
- 9 Exhibit 1, basically an operating agreement for Out of
- 10 the Blue II, to a person who had discussed with you
- 11 investing \$200,000.
- 12 A. Yes.
- 13 Q. Did you ask that person about her net worth?
- 14 A. I don't remember all the specifics of the
- 15 conversations we had.
- 16 Q. Did you ask her whether she had invested
- 17 before?
- 18 A. This person called me.
- 19 Q. Did you ask her whether she had invested
- 20 before?
- 21 A. In what?
- 22 Q. In anything. What was her investment
- 23 sophistication? Did you ask her about that?
- 24 A. She volunteered that she sold a business, so
- 25 I'm assuming there's an investment involved when you

- 1 have a business.
- Q. Okay. Did you ask any of your investors, Out
- 3 of the Blue's investors what their net worth was?
- 4 A. Very broad statement over thousands of
- 5 conversations, so I don't know specifically if I asked
- 6 them that question.
- 7 O. It wasn't in your normal course to get a
- 8 questionnaire from them regarding their net worth or
- 9 their income?
- 10 A. I didn't ask specifics about that. Everybody
- 11 I spoke with that were investors of mine were people
- 12 that I had known for many years, and lived in an
- 13 environment that represented a certain amount of wealth
- 14 and a certain amount of life-style and a certain amount
- of income. That was the body of people that I went to
- 16 early on.
- 17 Everybody that wasn't one of those
- 18 relationships with me was a relationship with one of
- 19 those people who lives and talks and discusses and
- 20 understands common life-style. So I made some
- 21 assumptions on that.
- Q. I'm going to put in front of you, so this
- isn't a memory exam, Exhibit 8. And that's an early
- 24 list of Out of the Blue investors that you provided.
- 25 And in it there is a column identifying the

- 1 relationships. Beginning with Derek and Sandy Howard,
- 2 they're friends and neighbors of approximately ten
- 3 years, correct?
- 4 A. That's correct.
- 5 Q. Did you ever discuss particular income with
- 6 the Howards?
- 7 A. I had a general understanding based on some
- 8 assumptions and some discussions of where they were
- 9 financially.
- 10 Q. SNL & Associates, is that the Laneys?
- 11 A. No.
- 12 Q. That's a work associate. When did you work
- 13 with this group?
- 14 A. In the 2000s, in the early 2000s I worked with
- 15 them.
- 16 Q. What were you all doing?
- 17 A. He was in the mortgage business.
- 18 Q. Did you know his particular income, net worth,
- 19 anything like that?
- 20 A. I knew him as somebody who had real estate
- 21 dealings and had decent income and had come from
- 22 multiple property owners, and he had the wherewithal to
- 23 invest. So yes, I assumed that that was the case.
- 24 Q. Now we get to Michelle and Andi Laney.
- 25 A. Michael.

- 1 O. I'm sorry, Michael. I'm trying to read it
- 2 upside down. Michael and Andi Laney. Friends from
- 3 church. Is that what that means?
- 4 A. That's correct.
- 5 Q. What church was that?
- 6 A. The LDS Church.
- 7 Q. Do you know where?
- 8 A. Sure, I go there.
- 9 Q. Where is it?
- 10 A. On Shea or just off Shea.
- 11 Q. Shea and?
- 12 A. Just off of Shea, Scottsdale and Gold Dust.
- 13 Q. I used to have an office right by there. I
- 14 can't think of the name of it.
- 15 A. It's right by the school.
- 16 Q. Is there a particular name of the church?
- 17 A. Church of Jesus Christ of Latter Day Saints.
- 18 Q. It's not like First Shea?
- 19 A. No. It's the Church of Jesus Christ of Latter
- 20 Day Saints. That's the name of the church.
- Q. So each church just has an address? I'm
- 22 talking about the church building, not the denomination
- 23 or the religion.
- 24 A. No, it's the Church of Jesus Christ of Latter
- 25 Day Saints. It has a lot of branches and wards and

- 1 buildings, but the one I'm telling you is on Gold Dust.
- Q. Did you meet all of these that are indicated
- 3 by "church" at the Gold Dust address?
- A. I won't say I met them there necessarily, but
- 5 I knew them as a person that goes there. Like I have a
- 6 neighbor or I have friends down the street or down the
- 7 block or around the corner, and we associate at church,
- 8 but we know each other independently.
- 9 Q. With the Laneys, how did the topic of
- 10 investing come up?
- 11 A. I can't speak to the Laneys, per se --
- 12 Q. Okay.
- 13 A. -- because you're going back a number of
- 14 years, and I don't have that kind of memory. But
- 15 certainly in the -- in your social circles and the
- 16 people that you do things with and know and whatever,
- 17 there comes an obvious, "How's work? What are you up
- 18 to? How's it going?" And so in conversations like
- 19 that. Most everyone that I'm working with generated
- 20 some conversation similar to that.
- Q. Okay. That would be true for generally
- 22 everybody?
- 23 A. Everybody that I know directly?
- Q. Yeah.
- 25 A. And that is one immediate relationship from

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- 1 me. It would be something to that effect.
- Q. And the people that you don't know directly,
- 3 who are they?
- A. Somebody that my direct associates might have
- 5 known.
- 6 Q. I'm sorry, on Exhibit --
- 7 A. Maybe I know you specifically and we have
- 8 discussions.
- 9 O. Which of these investors on Exhibit 8 -- are
- 10 those the ones indicated by referral by friend of ten
- 11 years?
- 12 A. Right. So you see that I have either
- identified somebody as a friend that I know or somebody
- 14 that was referred to me by somebody participating in
- 15 this organization, in this endeavor.
- 16 Q. And if you use the terminology "referred,"
- 17 that's not somebody you had a direct relationship with.
- 18 They heard about it and came to you?
- 19 A. Right.
- 20 Q. So they would have been the ones initiating
- 21 the questions?
- 22 A. Yeah, in a manner of speaking, I think that's
- 23 a fair statement.
- Q. Now, we're going to go to Exhibit 18. This is
- 25 the new list of investors. It doesn't have that column

- 1 regarding relationships. So below the \$1.7 million
- 2 number, I believe everybody above it is listed in
- 3 Exhibit 8.
- 4 A. Right.
- 5 Q. So below it --
- 6 A. Same thing.
- 7 Q. You spoke to some -- you've talked about
- 8 Mr. Clay. Did you know the Flores?
- 9 A. These were all referred.
- 10 Q. Everybody below 1.7 was referred?
- 11 A. Not my brother. I knew him.
- 12 Q. I'm sorry, Cary Steiner, obviously. But the
- 13 remainder?
- 14 A. Were, yeah, references by people who knew what
- 15 I was doing or were participants in what we're doing.
- 16 Q. Do you remember for each of them who referred
- 17 them?
- 18 A. I would have to go back and kind of think it
- 19 through a little bit, but I could come up with that.
- Q. Would your answer for these below the
- 21 \$1.7 million mark in Exhibit 18 be the same as Exhibit 8
- 22 regarding whether you asked them about their income,
- 23 their net worth, whether they had invested before?
- A. Yeah, the conversation wouldn't be largely
- 25 that much different. You understand birds of a feather

- 1 flock together. So if I am dealing with people that
- 2 live in an economic echelon and they bring one of their
- 3 associates or friends or neighbors or somebody they've
- 4 been talking to, and then I speak with them in that
- 5 reference, I've made those assumptions that they live in
- 6 the realm, have the interest, because I didn't --
- 7 anybody that was referred to me I didn't seek out,
- 8 except that they had some previous information that then
- 9 there was reason to have a discussion. So they
- 10 introduced themselves into that realm in their own
- 11 right.
- 12 Q. But just as it was for the investors listed in
- 13 Exhibit 8, it is for those investors below the
- 14 \$1.7 million mark in Exhibit 18, none of them filled out
- 15 a questionnaire as to net worth or questionnaire --
- 16 A. No.
- 17 Q. -- as to sophistication?
- 18 A. I didn't have any questionnaires. I knew
- 19 where they came from and what they did, so...
- Q. If you could get back before you Exhibit 45,
- 21 and we're finished with the pleadings for now. Is
- 22 Exhibit 45 in that pile?
- MR. ALLSWORTH: It's here.
- 24 MR. WOMACK: There it is. I'll give these to
- 25 you to organize.

- 1 MR. ALLSWORTH: Wait a minute. You're keeping
- 2 track of the exhibits?
- 3 THE REPORTER: Yes.
- 4 MR. ALLSWORTH: When we leave here today, you
- 5 will have custody of the exhibits?
- 6 THE REPORTER: Right.
- 7 MR. ALLSWORTH: Okay.
- 8 BY MR. WOMACK:
- 9 Q. And as I feel like I have to, every time we
- 10 reference the operating agreements, whether Out of the
- 11 Blue or Out of the Blue II, I understand that so far as
- 12 they specifically identify investors, there were
- 13 variations. But apart from those specific identifiers,
- 14 the content basically remains the same. Out of the
- 15 Blue I was for 1.5 million; Out of the Blue II was for
- 16 an additional \$750,000. Is that correct?
- 17 A. Correct.
- 18 Q. Okay. If you'll turn to Paragraph 4.1, this
- 19 paragraph has as a leader, the word "books," and it's
- 20 underlined and states, "Manager shall maintain a
- 21 complete and accurate set of books of account,"
- 22 et cetera.
- I believe you've already testified that you
- 24 did not maintain a complete and accurate set of books.
- 25 Is that your previous testimony?

- 1 A. It's fair to say that I can't identify where
- 2 every dollar went with specificity.
- Q. Did you keep the books that would be required
- 4 by a method of accounting of tax laws, et cetera?
- 5 Referring to the second sentence.
- 6 A. I understand what you're referring to. I
- 7 don't have a ledger, per se.
- 8 Q. If you'll turn to Paragraph 6.3. It has as a
- 9 leader the underlined word "Expenses." The second
- 10 sentence and third sentences read, "It is the intention
- 11 of the company to keep expenses at a minimum. However,
- 12 any expenses of the company will be paid and deducted
- 13 from gross revenues."
- We've discussed expenses, and that's not my
- 15 intention to go into any detail regarding those. You
- 16 and Ricardo went into great detail. Have there been
- 17 gross revenues of Out of the Blue?
- 18 A. No. There are no gross revenues to Out of the
- 19 Blue. The gross revenues from Lunsford -- what section
- 20 are you in, 6.2?
- 21 Q. 6.3.
- 22 A. There has been no income to Out of the Blue.
- Q. And there was no accounting of expenses that
- 24 would allow Out of the Blue to recover from Lunsford
- 25 those monies that it sent to Lunsford for expenses?

- 1 A. Out of the Blue doesn't have any expenses.
- 2 Out of the Blue only has revenue from Lunsford.
- 3 Q. But it doesn't have that. So it has no
- 4 expenses or revenue?
- 5 A. By definition, there are no expenses other
- 6 than what's pointed out in Section 2.2 and what you've
- 7 read here. There are no expenses associated with that.
- 8 So there are no expenses. There never will be expenses.
- 9 Revenue will come from Lunsford.
- 10 Q. But so far there has been no revenue?
- 11 A. So far Lunsford hasn't generated revenue.
- 12 Q. Earlier we talked about investors that
- 13 invested after the TC&D was entered.
- I need Exhibit 18 again. I'm looking at
- 15 Exhibit 18. Would the investors listed below the
- 16 \$1.7 million figure be those who invested after the
- 17 temporary cease and desist order?
- 18 A. It's a legitimate question. I don't have the
- 19 dates in front of me, so I can't be absolute about that.
- 20 But I know it didn't happen before that.
- 21 Q. And I'm not leading up to on what exact date.
- 22 We know that Henry Clay invested afterwards. We've
- 23 already gone through his documents --
- 24 A. Sure.
- 25 Q. -- and that was just a few months ago.

- 1 A. Sure. But Gilman was before. I'm sorry,
- 2 Gmelich.
- THE REPORTER: Mark, I didn't hear you.
- 4 THE WITNESS: I referenced Gmelich, but I was
- 5 thinking that was below the line, so --
- 6 MR. WOMACK: G-m-e-l-i-c-h.
- 7 THE WITNESS: I think the answer off the top
- 8 of my head is these were post temporary restraining
- 9 order.
- 10 BY MR. WOMACK:
- 11 O. And I don't recall your testimony regarding
- 12 this, but you and Ricardo also talked a great deal about
- 13 your own expenses in the last examination. Have you
- 14 continued to have personal expenses paid from Out of the
- 15 Blue since the TC&D?
- 16 A. Expenses have never been paid from Out of the
- 17 Blue. They're all paid for out of Lunsford.
- 18 Q. Remember when you identified on the credit
- 19 card work, personal, other, and there were a number of
- 20 transactions with that credit card that were indicated
- 21 personal? Are those the right categories, work,
- 22 personal and other?
- 23 A. Yeah.
- Q. I believe --
- 25 A. Or unknown, something like that, yeah.

- 1 Q. And there were a number of them that were
- 2 personal, and we kind of had a laugh about restaurants,
- 3 and I was offended by your not loving the cookies at
- 4 Paradise Bakery. Remember that conversation?
- 5 A. And I objected because I do love the cookies
- 6 at Paradise Bakery.
- 7 Q. Okay. You've continued to have rent,
- 8 utilities, life expenses?
- 9 A. I still have living expenses, sure.
- 10 Q. How are those living expenses paid?
- 11 A. They're Lunsford expenses for the operation of
- 12 Lunsford, funded by the investment from Out of the Blue.
- 13 Q. But you personally don't have a written
- 14 agreement with Lunsford. Is that your previous
- 15 testimony?
- 16 A. A hiring application, per se, or --
- 17 Q. Any written agreement that stipulates how
- 18 you're compensated.
- 19 A. No. I'm a co-founder of Lunsford.
- 20 Q. Okay. Would any of the investments of these
- 21 people in Exhibit 18 below the \$1.7 million figure,
- 22 would any of their investments through Out of the Blue
- 23 and then directly to the credit card and you or through
- 24 Out of the Blue to Lunsford, then to you, would any of
- 25 their investments have gone to paying your expenses

- 1 since the TC&D was served on you?
- 2 A. The money -- so this person here --
- 3 Q. Rolle Hogan.
- 4 A. -- you know was previously Cachaca, right?
- 5 We've had that discussion before as it states right
- 6 there.
- 7 Q. Well, let's talk about Mr. Clay, since we
- 8 talked about him earlier. He invested \$35,000. Did any
- 9 of that \$35,000 go from Out of the Blue or from Lunsford
- 10 Consulting to pay for a personal expense of Mark
- 11 Steiner, or those for whom Mark Steiner --
- 12 A. Went from Out of the Blue, categorized as
- 13 Lunsford expense, and part of Lunsford expense is to
- 14 accommodate my living expenses.
- 15 Q. Okay. And when it did that, did it go to a
- 16 Lunsford bank account and then to pay for your personal
- 17 expenses, or did it go from an Out of the Blue bank
- 18 account to pay for your personal expenses?
- 19 A. It went from Out of the Blue bank account in
- 20 behalf of Lunsford expenses and paid for my personal --
- Q. But there's no books recording these
- 22 transactions?
- 23 A. It's understood by everybody involved that Out
- 24 of the Blue took in the investment, for all intents and
- 25 purposes, served as an investment arm. I don't know if

- 1 that's the legal term. But the money was raised into
- Out of the Blue. There are no expenses for Out of the 2
- Blue as it states. And the only revenue comes from 3
- Lunsford, as it states in the agreement. So if no money 4
- ever left Out of the Blue, there's nothing -- the 5
- purpose of that, to find the money and tell what its 6
- purpose is, was to support Lunsford Consulting. 7
- But it didn't go to a Lunsford Consulting 8 Ο.
- account? 9
- No, because if it went to a Lunsford account, 10 Α.
- it would register as dollars over there, and then there 11
- 12 would be a gross deduction right back to the people.
- You understand? If -- Lunsford Consulting was the 13
- business, and has always been the business with the 14
- relationships with international opportunities. We're 15
- clear on that, right? 16
- I don't know what those opportunities are. 17 Ο.
- You understand what I'm saying? 18 Α.
- But I understand what you're saying. Lunsford 19 Ο.
- is representing --20
- 21 There's no confusion about that. Α.
- 22 Q. Right, right.
- So Lunsford will receive payment from a closed 23 Α.
- transaction, of which several are underway, and they 24
- will receive some money. A portion of that money on the 25

- 1 gross numbers goes to Out of the Blue as an investment
- 2 return, or revenue to Out of the Blue and would serve as
- 3 revenue, return, whatever you want to call it, back to
- 4 the investors.
- 5 There are no expenses in Out of the Blue. So
- 6 when you ask me did Out of the Blue pay for my Paradise
- 7 Bakery lunch, the answer is no. It was allocated to
- 8 Lunsford, and it's very simple. All of this money that
- 9 went into Out of the Blue is automatically credited to
- 10 Lunsford, because that's the only place for Out of the
- 11 Blue money to go, and Lunsford is the only place that
- 12 money can get spent.
- 13 Q. But there's no accounting that shows it's
- 14 being credited?
- 15 A. Well, I mean I think this is a hair-splitting
- 16 question, because it becomes that. If I put it in the
- 17 bank account -- let's just walk through a scenario. I
- 18 move all this money into the Lunsford account, and then
- 19 somebody says let me see what's there. And there's
- 20 \$1.7 million there. And they say, well, my percentage
- 21 per one of these things is 3.2 percent or 6 percent or
- 22 whatever. Then they're going to need some of their very
- 23 money right back, which defeats and messes up the
- 24 integrity of the intention of both companies.
- So I mean this is almost embarrassingly

- 1 simple. Out of the Blue gets money. Only one place for
- 2 it to go. Lunsford. There's an agreement that says
- 3 that.
- 4 Q. But it doesn't just go to Lunsford, does it?
- 5 It stays in the Out of the Blue account and then pays
- 6 for credit cards that pays for your expenses?
- 7 A. It allocates -- it's 100 percent allocated to
- 8 Lunsford.
- 9 Q. But there's no transaction to Lunsford. It's
- 10 allocated in your mind, but there are no books showing
- 11 the allocation and there's no transaction at some bank
- 12 showing a transfer, is there?
- 13 A. No. Lunsford account has a hundred dollars
- 14 revolving in it waiting for its revenue payment. And if
- 15 it got X amount of dollars, then you would see the
- 16 appropriate percentage out of that would go to Out of
- 17 the Blue, and then distributed according to all of the
- 18 certificates in conjunction with this.
- 19 If Out of the Blue had expenses -- well, it
- 20 can't. It says it doesn't. The operating agreement
- 21 says it doesn't. You made some comments about me
- 22 keeping books as if I should have done a better job on
- 23 that. And it's not rocket science. 100 percent of the
- 24 money as was described to everybody is for the purpose
- of supporting Lunsford. That's the only purpose it can

- 1 be used for. There's this agreement, and then there's
- 2 another agreement that quantifies that.
- 3 Then Lunsford spends the money. Lunsford has
- 4 to go here and go there, and their founders and the
- 5 people that are promoting that business have to eat and
- 6 they have to pay their utilities and they have to do the
- 7 kind of things that normal employees of an organization
- 8 do. And that is the supporting money to do so.
- 9 It's not transferred to Lunsford because then
- 10 that's revenue -- or revenue, expense, money, however
- 11 you want to look at it, that now gets encumbered with
- 12 how do you divide these things.
- MR. ALLSWORTH: Steve, may I ask a question?
- 14 THE WITNESS: Just to finish that, so it's
- 15 very simple. That money here -- that money is here. I
- 16 don't think anybody is disputing that. Nobody is
- 17 disputing that. No one has ever disputed that.
- 18 So the accounting records of Out of the Blue
- 19 are very simple. Money in, no money out. From an
- 20 investment, no revenue yet, no money out. All to
- 21 Lunsford. Lunsford will have its expenditures, and it
- 22 will be all of this money, and it will go against the
- 23 revenues that come to that company after it's been paid,
- 24 after the investors have been paid.
- So accounting can be, you know, CFOs and

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- 1 audits and all that. Right now, zero, zero. Don't need
- 2 a lot of accountants for that.
- 3 MR. ALLSWORTH: May I ask a question?
- 4 MR. WOMACK: Of me?
- 5 MR. ALLSWORTH: Of the witness.
- 6 MR. WOMACK: Of him? Sure.
- 7 MR. ALLSWORTH: Mr. Steiner, do the records
- 8 that you have, are they sufficient to identify, when and
- 9 if money comes from Lunsford Consulting to Out of the
- 10 Blue, who owns that money and in what proportion?
- 11 THE WITNESS: Absolutely.
- MR. ALLSWORTH: Thank you.
- THE WITNESS: Undisputed.
- 14 BY MR. WOMACK:
- 15 Q. Now, under both operating agreements, Out of
- 16 the Blue and Out of the Blue II, who was the manager?
- 17 A. Me.
- 18 Q. You personally?
- 19 A. Correct.
- Q. If you'll turn to Paragraph 3.6, at the very
- 21 end of the paragraph it reads, "The manager will receive
- 22 compensation to be paid out of gross revenues."
- It's your testimony, right, that there are no
- 24 gross revenues, but it's also your testimony that you
- 25 haven't been paid from Out of the Blue. Am I

- 1 summarizing it correctly?
- 2 A. Not really.
- Q. Okay. Let's break it up then. Has there been
- 4 any gross revenues of Out of the Blue?
- 5 A. Has Out of the Blue made any money? Received
- 6 any dollars other than investment dollars? No.
- 7 Q. How would you define gross revenue?
- 8 A. Money paid from Lunsford to Out of the Blue.
- 9 Q. So Out of the Blue hasn't received any gross
- 10 revenue, right?
- 11 A. That's correct.
- 12 Q. Have you been, as a manager of Out of the
- 13 Blue, apart from Lunsford, have you been compensated in
- 14 any way, directly or indirectly?
- 15 A. That's a question that the answer is not so
- 16 simple. There are no dollars allocated from Out of the
- 17 Blue that go to me as compensation. All those dollars
- 18 are allocated to Lunsford that comes to me as
- 19 compensation. If there is -- there is no transaction
- 20 back and forth, and so my concern in this line of
- 21 questioning is you say, "A-ha, Out of the Blue gave you
- 22 a dollar, so you've now been compensated by Out of the
- 23 Blue. There's an expense to Out of the Blue." That's
- 24 not true. That's not true.
- Q. You have a business and finance degree from

- 1 BYU, right?
- 2 A. Sure.
- 3 O. You had at least at one time three different
- 4 licenses --
- 5 A. Sure.
- 6 Q. -- that regarded raising capital in one way or
- 7 another --
- 8 A. Sure.
- 9 Q. -- and the laws governing that.
- 10 A. Sure.
- 11 Q. And I'm asking -- all of that is to say, you
- 12 understand business and finance and investment. I'm
- 13 asking you, with your knowledge and experience, have you
- 14 received any compensation, directly or indirectly, from
- 15 Out of the Blue. It's a yes-or-no question.
- 16 A. It's not a yes-or-no question. You want to
- 17 make it a yes-or-no question, but it's not a yes-or-no
- 18 question.
- 19 Ask me this: Was money transferred from Out
- 20 of the Blue to you? That answer is yes. Was it Out of
- 21 the Blue's expense that was logged as a part of that?
- 22 The answer is no.
- Q. Why did you receive money directly and
- 24 indirectly from Out of the Blue?
- 25 A. Because if it goes into the Lunsford account,

- 1 it registers as money in Lunsford, and that money is not
- 2 distributable back to Out of the Blue. So as an
- 3 arbitrary number, if I transferred a hundred dollars
- 4 from Out of the Blue to Lunsford, then if we're using a
- 5 10 percent number as as an example, then ten of those
- 6 dollars needs to go back to Out of the Blue and
- 7 distributed according to these people. Not the intent
- 8 of Out of the Blue. Not the intent of the investors.
- 9 Not the intent of Lunsford. Not efficient in its use of
- 10 funds. None of that.
- 11 So there's a delineation made that Out of the
- 12 Blue has no expenses, and it's clear. It's written.
- 13 People understand that.
- 14 Q. Moreover, Out of the Blue is paying no
- 15 compensation to an agent. Isn't that made as well?
- 16 A. Yeah, and it also says that could change.
- 17 O. Sure.
- 18 A. But it hasn't.
- 19 Q. If there's gross revenue, and there's no gross
- 20 revenue.
- 21 A. It doesn't say that. It says if the
- 22 responsibilities increase such that that would be
- 23 required. So there's an option for that, but it hasn't
- 24 happened.
- Q. Right. So there has been no compensation to

- 1 any agent, including yourself, from Out of the Blue?
- 2 A. There has been no compensation. There has
- 3 been money that's come to me, but it's not Out of the
- 4 Blue money.
- 5 O. Right. You're categorizing that as Lunsford
- 6 money.
- 7 A. Of course.
- 8 O. So the simple answer to the question, have
- 9 you, Mark Steiner, the individual, with this extensive
- 10 education and experience in finance, received any
- 11 compensation? A term of art, but one that someone with
- 12 your education should understand. How is that not a
- 13 yes-or-no question?
- 14 A. Because you're clouding the intent. If you're
- 15 saying have I received compensation from Out of the
- 16 Blue, the answer is no, and the operating agreement says
- 17 so. If you're saying has Out of the Blue given money to
- 18 me directly, the answer is yes, but it's not for Out of
- 19 the Blue expenses. It's for Lunsford expenses.
- 20 Q. Okay.
- 21 A. So you can't -- you cannot miscategorize that
- 22 for the sake of saying you didn't draw a line here.
- O. I hear what you're saying.
- A. No -- well, I don't think so.
- 25 Q. Okay.

- 1 A. I think it needs to be clear that the expenses
- 2 are associated with Lunsford. Lunsford has had no
- 3 revenue, but they have expenses. Out of the Blue
- 4 doesn't travel around the country. Out of the Blue
- 5 doesn't negotiate those contracts. Out of the Blue
- 6 doesn't do any of that. There's no expense associated
- 7 with Out of the Blue. Lunsford does all of that and
- 8 needs operating capital to do that, and it was arranged
- 9 in Out of the Blue who funded the expenses associated
- 10 with Lunsford.
- 11 So all of the money spent -- and it's inferred
- 12 and it's understood that all of the expenses out of Out
- 13 of the Blue can only be Lunsford expenses. All the
- 14 money -- not expenses. All the money that has
- 15 transferred wherever it's been transferred for can only
- 16 go to one place by this operating agreement is Lunsford.
- 17 And then it makes absolute sense. If you had
- 18 a BYU degree or you had a third grade education, you
- 19 could say Lunsford has expenses because they travel
- 20 here, here, and they have their executive summary,
- 21 and they have this, and they have that. They function
- 22 as an entity, and they're banking on revenue, and they
- 23 have contracts that are associated with that. So it's
- 24 evident that money could come in to Lunsford, but there
- 25 are no contracts with international companies or the

- 1 Chinese or anything with Out of the Blue.
- 2 So it would be foolish to think that Out of
- 3 the Blue could get any revenue except through it's
- 4 relationship with Lunsford. It would be equally foolish
- 5 to invest in Out of the Blue since I've got no revenue
- 6 coming, but I've got a bunch of expenses. That's
- 7 asinine. And you don't need a degree for that.
- 8 So you csn say, man, it would have been nice
- 9 if you for the sake of keeping zero balances in
- 10 companies on very simplistic accounting actually logged
- 11 it. But when you read the core content of this and
- 12 understand the relationship with Lunsford and have any
- 13 communication with us at all and seeing what we've done,
- 14 then you would say, well, that's obvious. Out of the
- 15 Blue is the investment arm. The money goes to Lunsford.
- 16 Lunsford has all the expenses, and Lunsford will have
- 17 all the revenue. A portion of that revenue allocated
- 18 right back to expenses to, the revenue to Lunsford, a
- 19 portion of which then goes at the gross level to Out of
- 20 the Blue and its only form of revenue to be distributed
- 21 100 percent back to investors. It is an absolute way to
- 22 ensure that the investors never are diluted and never
- 23 get expensed out of their return, and they love that.
- Just to continue that thought, Lunsford can do
- 25 whatever the crap they want with their money because the

- 1 gross goes off the top right back to Out of the Blue,
- 2 and it's so easily accounted for, it's so easily
- 3 understood, and Lunsford with the remaining portion can
- 4 do what they choose as that company, never interfering
- 5 with what these people were originally promised.
- Q. But Lunsford doesn't have any gross revenue
- 7 either, does it?
- 8 A. Not yet.
- 9 Q. And it's been spending money?
- 10 A. Sure.
- 11 Q. Including money on your personal expenses, as
- 12 you've categorized it?
- 13 A. Well, because that's who I work for. I work
- 14 for Lunsford.
- 15 Q. When you talked to investors, did you tell
- 16 them you worked for Lunsford, not Out of the Blue, or
- 17 did you delineate that?
- 18 A. Sure.
- 19 Q. And how did you do that? Just as you've
- 20 described it now?
- 21 A. Do I have to go through it again?
- 22 Q. You don't need to go through it again.
- 23 A. I'm just getting wired up again.
- Q. But if that's what you told -- is that the
- 25 kind of thing you told investors?

- 1 A. Yeah. When you --
- 2 Q. You don't have to go through it again.
- 3 A. Well, I know.
- 4 Q. We all want to get out of here. It's a
- 5 yes-or-no question.
- A. I want to get out of here probably more so
- 7 than anybody, but I don't want there to be a
- 8 misunderstanding on the record. So when you say I work
- 9 with Lunsford and I hand that Lunsford executive
- 10 summary --
- 11 Q. Uh-huh.
- 12 A. -- somebody would have to say, hmm, that's
- weird, Lunsford, Out of the Blue, what's the
- 14 relationship there? Out of the Blue is the investment
- 15 arm. Because Out of the Blue is not getting in all the
- 16 China business because it's with the China government
- 17 and they have some limitations on that. So we don't
- 18 want to continue to add to that. And so Lunsford is its
- 19 defined company of its co-founders, and that's it. And
- 20 it will never change from that. So that money will come
- 21 back.
- 22 So now you have a Lunsford document that says
- 23 here are all the projects we're doing, this is all what
- 24 it is. And then you have Out of the Blue where it says
- 25 you have your ownership interest, and there is no

- 1 ownership interest in Lunsford, and no one expects a
- 2 document from Lunsford as ownership because it's been
- 3 stated early on that that's the case. And outside of
- 4 this figment person that, you know, that initiated this,
- 5 there's never been an issue.
- Q. Who is Robert Zischa, Z-i-s-c-h-a?
- 7 A. Can you show me what you're talking about?
- 8 Q. I'm talking about a person named Robert
- 9 Zischa, Z-i-s-c-h-a.
- 10 A. Do you mind if I see what you're referring to?
- 11 Q. I'm referring to a man apparently by the name
- of Robert Zischa, Z-i-s-c-h-a. Does that name ring any
- 13 bells for you?
- 14 A. I'm asking to see the name. Cover up
- 15 everything else, and let me look at the name.
- 16 Q. I just read it.
- 17 A. Is there a date, time frame that I should
- 18 remember this person?
- 19 O. Well, that's what I'm trying to figure out as
- 20 I look at some documents here.
- I'm going to give you what's marked Exhibit 48
- 22 and 49.
- 23 (Exhibits 48 and 49 were marked for
- 24 identification.)
- 25 BY MR. WOMACK:

- 1 O. I'll warn you, Exhibit 48 is one of those bank
- 2 records where the dating is backwards. We dealt with
- 3 that earlier in the month, and these two documents
- 4 appear to show a transaction between Out of the Blue and
- 5 Robert Zischa, but it would appear from Exhibit 48 --
- 6 make sure I'm doing that correctly. Is that your
- 7 personal bank account, that the money went into your
- 8 personal bank account for \$15,000? Is that correct?
- 9 A. And when was this?
- 10 Q. This is one of those backwards --
- 11 A. Early 2010?
- 12 Q. So April 13 of 2010 is how I read it.
- 13 A. Okay, okay.
- 14 Q. Do you remember a Robert Zischa depositing
- 15 \$15,000 into your personal account?
- 16 A. I don't remember the specifics going into my
- 17 personal account, but I remember him putting money in.
- 18 O. So do you remember now who Robert Zischa is?
- 19 A. I do, living trust. He was in for a short
- 20 period of time and needed out, and so we found a
- 21 replacement for him.
- Q. So he's an investor in Out of the Blue?
- 23 A. He is not an investor in Out of the Blue.
- Q. When he deposited his 15,000, was that for
- 25 investment?

- 1 A. He was an investor in Out of the Blue.
- Q. He's not a relative?
- A. No. I would remember a relative's name.
- Q. Well -- and Out of the Blue, we have 15,000
- 5 going in and 18,750 going out of Out of the Blue. Do
- 6 you recall why the discrepancy in values?
- 7 A. Because we would have given him some value on
- 8 his money for the use of it.
- 9 Q. And that's what that is, just a, like a --
- 10 A. A period of time.
- 11 Q. Functioning similar to interest on a loan?
- 12 A. Yeah, something like that.
- 13 Q. Were there any other investors -- were there
- 14 any other persons that initially invested and then
- 15 withdrew from Out of the Blue or Out of the Blue
- 16 Processors II?
- 17 A. I believe there was a woman who put money in
- 18 and then had a family incident and took it right back
- 19 out.
- 20 Q. Do you recall her name?
- 21 A. Wooten or something.
- Q. Any others?
- 23 A. You would have to ask me about people.
- Q. Well, I mean I know who I know about, but I
- 25 don't know if who I know about is the universe of

- 1 persons.
- A. Well, it's not a regular practice, no. Did we
- 3 accommodate people -- for example, Henry Clay, 66,000
- 4 went in. He didn't want that much. We sent it back.
- 5 He came in. He needed it back. We accommodated him a
- 6 little bit for the time we used his money, and he was
- 7 out. I don't remember -- maybe Tracy Wooten.
- 8 O. Tracy Wooten?
- 9 A. Tracy Wooten.
- 10 MR. WOMACK: Let's mark this Exhibit 50.
- 11 (Exhibit 50 was marked for identification.)
- 12 BY MR. WOMACK:
- 13 Q. Is this a refund of investment?
- 14 A. It is.
- 15 Q. How much did she invest initially?
- 16 A. 20.
- 17 O. No extra money going back to her?
- 18 A. The time in and the time out was almost the
- 19 same.
- 20 Q. Oh. So she invested and very quickly turned
- 21 around and sought the money back?
- 22 A. Right. She had a family incident that came up
- 23 right after that.
- 24 O. So even though this incident in late 2010 -- I
- 25 mean it's the same year as the Zischa incident, but the

- 1 difference between the two is the amount of time their
- 2 money was with Out of the Blue? Zischa got 3,000 plus
- 3 dollars over and above his investment. Ms. Wooten
- 4 didn't. Zischa got that extra amount because his
- 5 investment principal was placed with Out of the Blue for
- 6 a longer period of time than Wooten's. Is that your
- 7 testimony?
- 8 A. Generally speaking, sure.
- 9 MR. WOMACK: This probably should be stapled,
- 10 but it's not. We're marking it 51.
- 11 (Exhibit 51 was marked for identification.)
- 12 BY MR. WOMACK:
- 13 Q. Do you recognize Exhibit 51? Let's start with
- 14 this. Do you recognize the first page of Exhibit 51?
- 15 A. Sure.
- 16 Q. Is that your signature on it?
- 17 A. It is.
- 18 Q. The subsequent pages, wire transfer, outgoing
- 19 request from Chase, was this transfer made in concert
- 20 with, the transfer indicated in the second two pages in
- 21 concert with the release that's the first page of
- 22 Exhibit 51?
- 23 A. Let's see. So ask me your question.
- 24 O. This wire transfer that is -- let's do break
- 25 these up. I know it's complicated for the record.

- 1 Let's make the wire transfer Exhibit 52, the second two
- 2 pages there, and the first page remains Exhibit 51.
- 3 (Exhibit 52 was marked for identification.)
- 4 BY MR. WOMACK:
- 5 Q. The transaction depicted in Exhibit 52, do you
- 6 recognize this transaction?
- 7 A. Where do you wire the money to --
- 8 Q. We might have to turn this line of questioning
- 9 over to the accountant, but we're nearing the end.
- 10 Let's focus on Exhibit 51. In Exhibit 51,
- 11 Mr. Gleason appears to be another one of those persons
- 12 who invested, then wanted their money back. Is that an
- 13 accurate statement?
- 14 A. Let me ask you this. How many people --
- 15 you've got this Robert Zischa. You've got Tracy Wooten,
- 16 and you've got Tom Gleason. All of those people have a
- 17 relation.
- 18 Q. They're related to each other?
- 19 A. No, they had a relation to the business that
- 20 we're discussing here.
- 21 Q. Okay.
- 22 A. So maybe the best way -- I don't know what
- 23 your questions are going to be.
- Q. What is Mr. Gleason's relationship with Out of
- 25 the Blue?

- 1 A. He's somebody that I've known earlier than
- 2 these relationships, or at least that long, and I knew
- 3 him from previous work and previous things that we did.
- 4 And of course, when I started doing these things more
- 5 frequently, moved into this deal, he was aware of what I
- 6 was doing. Does that make sense? So I was doing what I
- 7 was, and we knew each other from that existence, and
- 8 then I start now doing this.
- And he knew that I was working with people in
- 10 China and doing those kind of things. And he had some
- 11 relationships that he thought could generate some
- 12 business for Lunsford Consulting. He had relationships
- in infrastructural development, in oil. You pointed out
- 14 the things from oil before. And so we talked about
- 15 those, and we tried to put business together in that
- 16 environment.
- 17 Tracy Wooten, Robert Zischa -- I'm still not
- 18 sure if that's the right pronunciation. I don't think
- 19 he pronounces it that way. But in any event, those two
- 20 people were introduced to me by Tom.
- Q. Oh, okay. By Mr. Gleason, okay.
- 22 A. So it's consistent with how I come to know
- 23 people. Tom liked what we were doing, thought we had
- 24 some opportunity to do some transactional business
- 25 specifically related to oil with the Chinese. That was

- one of the early discussions that we had as a potential.
- 2 So he identified these people as well as himself to take
- 3 positions in our company, and then we pursued those
- 4 transactions to no avail. And the context of their
- 5 understanding -- well, they're all different because
- 6 Robert had a different understanding. Tracy had nothing
- 7 other than an in-and-out. She intended to invest and
- 8 then almost immediately had something come up and needed
- 9 her money back, and that was it.
- 10 Q. Did Mr. Gleason invest?
- 11 A. He had a small amount in, yes.
- 12 Q. Do you remember how much?
- 13 A. I really don't. It was really small.
- Q. Did -- was that investment released through
- 15 Exhibit 51, or was it this finder's type of relationship
- 16 that was released through Exhibit 51?
- 17 A. There's no -- he was released entirely from
- 18 that.
- 19 Q. Okay.
- 20 A. Because that's the only relationship that we
- 21 have.
- 22 Q. He didn't enter into an operating agreement
- 23 with Out of the Blue or Out of the Blue II?
- 24 A. His investment would have been categorized
- 25 that same way, and then when it was returned, then he no

- 1 longer had a position. There is nobody in Out of the
- 2 Blue that has an investment position that doesn't tie to
- 3 a dollar amount. Does that make sense?
- 4 Q. It does. My question is --
- 5 A. Well, Robert came in and was out.
- 6 Q. Robert Zischa?
- 7 A. And there's a form similar to this. And Tom
- 8 had some money in and then he was out, and there's this
- 9 form. And Tracy, similarly. So none -- nobody who has
- 10 asked for their resources back has a position held to
- 11 that.
- Now, Tom had a benefit separate from Out of
- 13 the Blue if we were successful in doing an oil
- 14 transaction, which was what he was promoting and that's
- 15 why these people were introduced to it. But that would
- 16 have been different --
- 17 Q. Did he promote it wholly separately, or was it
- 18 through Lunsford? I mean -- I thought he was an
- 19 investor before you started talking, so I'm genuinely
- 20 trying to figure --
- 21 A. He was until he wasn't. He was until he
- 22 wasn't. And to put that in context, Tracy was until she
- 23 wasn't. And you understand what I mean?
- 24 Q. I do. But it sounds like Mr. Gleason
- 25 performed some of the types of things that you and

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- 1 Mr. Lunsford performed for Lunsford Consulting in that,
- 2 I believe, you described them as finders.
- 3 A. Sure. Yeah, let me offer some clarity to
- 4 that. And I will speak to the oil kind of thing. I can
- 5 speak generally. I can use it as an example. Whatever
- 6 you want to do.
- 7 Q. Whatever Mr. Gleason was doing.
- 8 A. Okay. There's a Lunsford side of any
- 9 transaction, and then there's the other side of any
- 10 transaction. So if in the case of a power plant and
- 11 there's somebody on Nigeria's side who is helping
- 12 facilitate and do all that kind of stuff, they'll be
- 13 compensated out of that side of the transaction, if that
- 14 makes sense. If they're a consultant over there or if
- 15 they're whatever they are. But you could understand
- 16 that we would have communication back and forth.
- 17 Q. Right.
- 18 A. If we are promoting, you know, for loosely
- 19 China's interest, you know, hey, China, here is an
- 20 opportunity to do an oil. Okay. So Lunsford moves down
- 21 and is doing that. Then Lunsford is going to be
- 22 compensated by the Chinese.
- 23 If Gleason has relationships for somebody
- 24 other than the Chinese side -- in this case it was
- 25 Nigeria and different relationships that he had from the

- 1 oil business -- and he would bring those people to the
- 2 table and say here is an opportunity to do a
- 3 transaction.
- 4 So to the extent that there were dollars
- 5 generated from an oil transaction, some of them would
- 6 belong to that party. Like a real estate transaction,
- 7 there's an amount, and this half gets some and that half
- 8 gets some. But his half was associated with his
- 9 relationship --
- 10 Q. Okay.
- 11 A. -- unless he had a position in Out of the
- 12 Blue.
- 13 Q. Which he did for a while, then he didn't.
- 14 A. That's correct.
- 15 Q. I got you.
- 16 MR. WOMACK: Let's take a five-minute break,
- 17 and then I think we can wrap it up on my side.
- 18 (A recess ensued from 4:49 p.m. to 4:55 p.m.)
- MR. WOMACK: We're back on the record.
- 20 BY MR. WOMACK:
- Q. Mr. Steiner, do you understand you're still
- 22 under oath?
- 23 A. Yes.
- Q. We have a final few questions regarding
- 25 Exhibit 24 that you went through with Mr. Gonzales

- 1 earlier in the month. These are transactions to that
- 2 part of Lunsford that's overseas.
- 3 Am I correct, Ricardo?
- 4 MR. GONZALES: (Nods head.)
- 5 BY MR. WOMACK:
- 6 Q. Take a moment to look through them.
- 7 A. You had showed us these before?
- 8 Q. Yeah.
- 9 MR. ALLSWORTH: Yeah.
- 10 BY MR. WOMACK:
- 11 Q. You and Ricardo had gone through these. In
- 12 general, these are transfers from Out of the Blue to
- 13 Lunsford overseas; is that correct?
- 14 A. Yes. Some of them appear to be that way.
- 15 Q. And they're transferred to an account not
- 16 within the United States; is that correct?
- 17 A. Some of them are. The last ones are not.
- 18 Q. The very last one, okay.
- 19 A. This one doesn't have a reference to that.
- 20 Q. This one being the cashier's check 008191896.
- Were any of these monies spent on your
- 22 expenses through Lunsford, your personal expenses?
- A. Any money that I sent to Lunsford?
- Q. Any of the monies that are represented in the
- 25 transactions contained in Exhibit 24, were any of these

- 1 monies used to pay directly or indirectly your personal
- 2 expenses?
- 3 A. I'm going to reword that. So if I gave
- 4 Lunsford \$10,000, wired to him to Hong Kong, did some of
- 5 that \$10,000 get spent on my living expenses?
- 6 Q. Yes, to the extent that you sent it
- 7 personally, but did you send it personally or was it --
- 8 A. No, it's wired from --
- 9 Q. Out of the Blue?
- 10 A. Yeah.
- 11 Q. All right. So the \$10,000 reference is the
- 12 first cashier's check in Exhibit 24. For each of these
- 13 transactions, but we can focus on this check as an
- 14 example --
- 15 A. What I'm really asking is, there's a bunch of
- 16 examples here of monies sent to China.
- 17 O. Correct.
- 18 A. And you're saying the money that I sent to
- 19 China, was it spent on my personal expenses?
- 20 Q. Correct.
- 21 A. To me that's a strange question, but I don't
- 22 think so. It was in China.
- Q. Okay. Did any of it get transferred from
- 24 China to you or to someone else on your behalf for
- 25 personal expenses?

- 1 A. I don't know. I don't recall that. But you
- 2 seem to think there might have been, so I don't --
- Q. Well, wouldn't you know if you received a
- 4 check from China or a wire transfer from China?
- 5 A. I would think so, and I don't recall one. So
- 6 I would say categorically I don't believe so. But if
- 7 somebody says, oh, yeah, remember that, then bring it to
- 8 my attention, but certainly not that I'm aware of.
- 9 Q. Who was operating that Chinese account, or who
- 10 controlled it?
- 11 A. Well, it was Boyd Lunsford's account.
- 12 Q. Were you also a signatory on that account?
- 13 A. In Arizona or in --
- 14 Q. We say China. Is it a Hong Kong account?
- 15 A. Hong Kong. I was not a signer on Hong Kong's
- 16 account.
- 17 Q. Did you receive any monies directly from Boyd,
- 18 or did anybody receive money on your behalf from Boyd
- 19 for personal expenses?
- 20 A. I'm not -- I have to go back to the blanket
- 21 understanding that Out of the Blue raised money for the
- 22 purposes of Lunsford, and then Lunsford has compensated
- 23 me to function.
- Q. And that compensation may have come from
- U.S. bank accounts, and it may have come from overseas

- 1 bank accounts?
- 2 A. I guess that's a fair statement to say.
- 3 You're going -- it sounds to me like you've got a little
- 4 thing in your pile there that's going to pull out
- 5 something that's multi-years old, and it might refresh
- 6 my memory. But I don't have any recollection of
- 7 anything out of the standard -- Out of the Blue raises
- 8 money for Lunsford. Lunsford functions and pays for
- 9 things Lunsford deems necessary to keep Lunsford going.
- I am one of those people who have been
- 11 compensated by virtue of living expenses to keep me
- 12 going as a Lunsford expense as part of that company.
- Q. And as you sit here today, you can't recall
- 14 whether you were ever compensated from the Hong Kong
- 15 account?
- 16 A. It doesn't ring a bell.
- 17 Q. Okay. I understand Lunsford started as the
- 18 individual, became Lunsford Consulting Limited, and
- 19 ultimately became Lunsford, LLC; is that correct?
- 20 A. I only -- well, that process took place.
- 21 Lunsford was Lunsford before me, and Lunsford Limited
- 22 was -- I didn't have any involvement in establishing
- 23 either of those specifically, so I don't have
- 24 information associated with that.
- Q. Did you come in when it became Lunsford, LLC,

- 1 or did you come in while it was still Limited and were
- 2 there for the process of the --
- 3 A. That's correct.
- 4 Q. -- change to LLC?
- 5 A. Yeah. Now, there wasn't a delineation from me
- 6 from a timeline of was it Lunsford, the individual, or
- 7 was it Lunsford Limited necessarily. There was just a
- 8 pre-Lunsford, LLC. You understand? And I was
- 9 associated with that, and then we established Lunsford
- 10 Consulting.
- 11 Q. When you established Lunsford Consulting, LLC,
- 12 were there any books or records of Lunsford Limited,
- 13 Lunsford, the individual, some precursor entity that
- 14 were handed over to the LLC?
- 15 A. No.
- 16 Q. There are no books or records?
- 17 A. No.
- MR. WOMACK: Do you have any questions?
- MR. GONZALES: No.
- MR. WOMACK: Do you have any questions?
- MS. WEISS: No.
- MR. WOMACK: I have no further questions.
- 23 We're off the record.
- MR. ALLSWORTH: No.
- MR. WOMACK: We're not off?

- 1 MR. ALLSWORTH: I would like to ask a couple
- 2 questions.
- 3 MR. WOMACK: Okay. Go for it.

4

- 5 EXAMINATION
- 6 BY MR. ALLSWORTH:
- 7 Q. Mr. Steiner, with regard to your participation
- 8 in the LDS Church that you've identified as being on
- 9 Gold Dust, how long have you been active in that
- 10 congregation?
- 11 A. I moved here in 1998 and have been part of
- 12 that since then.
- 13 Q. Ever since then. So it's a long-term
- 14 relationship; is that fair?
- 15 A. Sure, that's fair.
- 16 Q. And the people that you have identified on the
- 17 investor list, be it Exhibit 18 or, I think, 8, as being
- 18 friends from church, are friendships built up over that
- 19 period of time; is that correct?
- 20 A. Yeah, that's largely correct.
- MR. ALLSWORTH: That's fine. I wanted to
- 22 clarify that, Counsel.
- MR. WOMACK: Any further questions?
- MR. ALLSWORTH: No further questions.
- MR. WOMACK: No further questions on our end.

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1
    We're off the record.
 2
                (The examination under oath was concluded at
 3
     5:05 p.m.)
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1	STATE OF ARIZONA)) ss.
2	COUNTY OF MARICOPA)
3	
4	BE IT REMEMBERED that the foregoing
5	examination under oath was taken by me, GARY W. HILL,
6	Certified Reporter No. 50812 for the State of Arizona;
7	that the witness before testifying was duly sworn by me
8	to testify to the whole truth and nothing but the truth;
9	that the questions propounded by counsel and the answers
10	of the witness thereto were taken down by me in
11	shorthand and thereafter transcribed into typewriting
12	under my direction, and that the foregoing pages of
13	typewritten matter contain a full, true, and accurate
14	transcript of all proceedings and testimony had and
15	adduced upon the taking of said examination under oath,
16	all to the best of my skill and ability.
17	I FURTHER CERTIFY that I am not related to nor
18	employed by any of the parties hereto, and have no
19	interest in the outcome.
20	DATED at Phoenix, Arizona, this 28th
21	day of March, 2014.
22	Jary E. 7 fill
23	GARY W. HILL, RMR, CRR
24	Certificate No. 50812
25	

OPERATING AGREEMENT

OF

OUT OF THE BLUE PROCESSORS II, LLC

AN ARIZONA LIMITED LIABILITY COMPANY

EFFECTIVE DATE OF OPERATING AGREEMENT: MAY 1, 2011

State of Organization: Arizona

Fiscal Year End: December

Steiner EXHIBIT /
DATE 10/17/12
Gary W. Hill, RPR, CR No. 50012



ACC0001081 FILE #8302

OPERATING AGREEMENT OF OUT OF THE BLUE PROCESSORS II, LLC

THIS OPERATING AGREEMENT OF OUT OF THE BLUE PROCESSORS II, LLC, an Arizona limited liability company, ("Company") has been modified to meet the requirements of its business ventures this 1st day of June, 2008, and is made by, DAVID H. STEINER, a Defined Benefit and Pension Plan, SECOND OPINION SOLUTIONS, LLC a limited liability company, CACHACA HOLDINGS, LLC, a limited liability company, SUE PAINTER, individual, ZACKARALILY, LLC, a limited liability company, MARGO MARIE MALLAMO, individual, herein after collectively referred to as the "Members".

RECITALS

- A. The Members have determined that it best suits their business objectives to form a limited liability company pursuant to the laws of the State of Arizona so as to provide the Members with the protection afforded them by the Arizona Limited Liability Company Act.
- B. In all other respects, however, it is the intention of the Members that this entity (hereinafter referred to as the "Company") shall be treated as a partnership for income tax and other purposes.
- C. The initial purpose of the Company is set forth hereinafter.

NOW, THEREFORE, in consideration of the premises and mutual promises contained in this Agreement, the parties do hereby acknowledge membership in a Limited Liability Company as follows:

ARTICLE ONE THE COMPANY

- 1.1 <u>Formation</u>. The parties agree that the Company be a Limited Liability Company, pursuant to the Arizona limited Liability Company Act as amended (the "Act").
- 1.2 <u>Articles of Organization</u>. The Members shall know that Articles of Organization reflecting the formation of the Company as a limited liability company are filed in the office of the Arizona Corporation Commission, and shall execute such further documents and take such further actions as shall be appropriate to comply with the requirements of the Act for the operation of a limited liability company.

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- 1.3 Name. The name of the Company is OUT OF THE BLUE PROCESSORS II, L.L.C.
- 1.4 Character of Business. The initial business and purposes of the Company shall be to engage in a business relationship(s) for any lawful purpose, specifically, to provide aspects of business development services and engage in the marketing of various products, both nationally and internationally for and between companies. The Company shall be authorized to engage in such other activities as may be necessary or appropriate in furtherance of the foregoing purposes. The Company shall not engage in any other business without the approval of all Members.
- 1.2 Principal Place of Business; Registered Agent. The location of the principal place of business of the Company shall be at 4824 E. Baseline Rd., Mesa, AZ 85206. The initial registered agent shall be Kent Ellsworth. The Company shall have the right to change the identity and location of its registered agent and principal place of business at any time.
- 1.3 <u>Term.</u> The term of the Limited Liability Company commenced upon the filing of the Articles of Organization and will terminate or be extended as provided herein.
- 1.4 <u>Title to Property</u>. Title to all property, real or personal, acquired by the Company shall be acquired, held and conveyed in the name of the Company unless the Members otherwise agree.

ARTICLE TWO DEFINITIONS

- 2.1 <u>Code</u>. "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time. Any reference herein to a specific section of the Code shall be deemed to include a reference to any corresponding provision of future law.
- 2.2 <u>Company Interest</u>. The Company Interests of the Members shall be as follows:

DAVID H. STEINER Defined Benefit and Pension Plan	13.3333%
SECOND OPINION SOLUTIONS, LLC	16.9333%
CACHACA HOLDINGS, LLC	11.7333%
SUE PAINTER	14.6667%
ZACKARALILY, LLC	10.0000%
MARGO MARIE MALLAMO	33.3333%

ACC000003

- 2.3 <u>Majority In Interest</u>. "Majority In Interest" shall mean Members holding interests of more than fifty percent (50%).
- 2.4 Manager. "Manager" shall mean Mark Steiner.
- 2.5 <u>Profits and Losses</u>. "Profits and Losses" means, for each calendar year, and amount equal to the Company's taxable income or loss for such calendar year, adjustments determined necessary and appropriate by the Manager.
- 2.6 <u>Treasury Regulations</u>. Regulations issued by the Department of Treasury under the Code. Any reference herein to a specific section of sections of the Treasury Regulations shall be deemed to include a reference to any corresponding provision of future regulations under the Code.

ARTICLE THREE OPERATION OF THE COMPANY

- 3.1 <u>Limited Liability</u>. The liability of the Members shall be limited as set forth in the Act. To the extent reasonably obtainable, the Manager shall insure that all loan documents, if any, and similar instruments executed on behalf of the Company indicated that no recourse will be available against the Members under any circumstances. No such recourse shall be granted without the express consent of the Members, which consent shall be in the sole discretion of each.
- 3.2 <u>General Powers of Manager</u>. The Manager shall have full discretion, responsibility and authority for the management of the Limited Liability Company's business and shall have all rights and powers generally conferred by law or necessary, advisable or consistent in connection therewith. The Manager shall perform such reasonable acts as may be consistent with good business practices in its performance as Manager.
- 3.3 <u>Specific Powers of Manager</u>. In addition to any rights and powers which it may possess, the manager shall have all specific rights and powers required for, or appropriate to, its management of the Limited Company business, conferred by this Agreement or otherwise, and by way of illustration but not by way of limitation, the following:
- 3.3.1 To employ and dismiss from employment persons, firms or corporations on behalf of the Company and at the Company's expense to aid in operation and management of the Company purposes, including but not limited to accountants, attorneys, appraisers, architects, engineers and real estate agents (any of whom may be a partner, principals of a Partner or organizations having common ownership or control with a Partner) on such reasonable terms and for such reasonable compensation as the Manager shall deem in the best interests of the Company. Any compensation received by persons or entities affiliated with the Manager, or in which the manager has financial interest, shall be on terms no

- less favorable to the Company than those that could be obtained from any unaffiliated party;
- 3.3.2 To make such elections under the tax laws of the United States, the State of Arizona and other relevant jurisdictions as to the treatment of items of Company income, gain, loss, deduction and credit and as to all other relevant matters (including without limitation elections under section 754 of the Code), as it believes necessary or advisable;
- 3.3.3 In the event the Company has funds available for investment, to invest the same in such manner as the Manager deems appropriate under the circumstances and consistent with the purposes of the Company;
- 3.3.4 To execute, on behalf of the Company without hoinder by any Member, any and all documents or instruments of any kind which the Manager deems appropriate in carrying out the purposes of the Company, including, but without limitations, powers of attorney, sale and purchase contracts, loan agreements and other documents or instruments of any kind or character or any amendments thereto;
- 3.3.5 To reimburse itself for expenses incurred in the conduct of the Company's business, including the cost of organizing the Company;
- 3.3.6 To prepare and file any registration statement, this Agreement or any document or instrument necessary or appropriate to the Company's existence or business under any federal or state statue or regulation;
- 3.3.7 To delegate to other persons, firms or corporations such duties and responsibilities as it, in its sole discretion, may deem appropriate or advisable in order to conduct the business and affairs of the Company efficiently and effectively; and
- 3.3.8 To pay all the ordinary and necessary expenses of the Company, including but not limited to the expenses for taxes, professional fees for accounting and legal services (including reasonable legal fees to defend the Company status as a limited liability company for tax purposes), and other reasonable expenses.
- 3.4 Indemnification of Manager. The doing of any act or the failure to do any act by the Manager which shall not constitute fraud or intentional, wrongful misconduct in pursuance of the authority granted, the effect of which may cause or result in loss or damage to the Company, if done in good faith, shall not subject the Manager, its affiliates, officers, directors, employees or their successors and assigns, to any liability and, in such event, the Company will indemnify and hold assigns, from an y claim, loss, expense, liability, action or damage resulting from or relating to any such act or omission, including without limitation reasonable fees and expenses of attorneys engaged by it in defense of such act or omission and other reasonable costs and expenses of litigation and appeal.
- 3.5 Accounting by Manger. Upon receipt of notice of removal (or upon the resignation of the Manager), the removed or resigning Manager shall cause an independent accounting to be prepared covering the transactions of the Limited Liability Company since the end of the previous fiscal year through the date of receipt of such notice or resignation, and after receipt of such notice or resignation, the removed or resigning Manager shall not sell or dispose of any of the limited Liability Company property unless such sale or disposition is subject to a contract entered into by, and binding upon, the Limited Liability Company prior to the date upon which such notice was received or given by the Manager. If possible, the accounting shall be completed by the effective date of removal or resignation and shall consist of a Statement of Earnings and Balance Sheet for

the period and as of the date specified above, in sufficient detail to accurately and fully reflect the earnings or losses for the period and the financial condition of the Limited Liability Company. The expenses of the accounting shall be borne by the Limited Liability Company in the event of removal or resignation of the Manager. Selection of the independent accountant to perform the accounting shall be in the discretion of the party bearing the accounting expenses; provided, however, that such independent accountant shall be a CPA or VPA firm.

- 3.6 Compensation of Managers. Initially, there will be no compensation of the managers due to the limited managerial requirements of the Company. In the event responsibilities increase such that regular time commitments must be made to the Company to efficiently manage the Company, the Manager will receive compensation to be paid out of gross revenues, commensurate with Industry standards for the role of a Manager.
- 3.7 <u>Limitation on Power.</u> Except as may otherwise be provided herein, no Member may have or exercise any right or power, the possession or exercise of which would cause it to incur personal liability or which would cause the Company to be taxed as an association (i.e., a corporation) under the Code. If any of the foregoing provisions shall have that effect, it shall be of no force or effect. If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall not affect or impair the validity, legality or enforceability of any other provision of this Agreement, and there shall be substituted for the affected provision a valid and enforceable provision as similar as possible to the affected provision.
- 3.8 Representatives: To facilitate the necessary discussion between the Members and the giving of consent when appropriate pursuant to the provisions hereof, each Member may designate a representative and alternate representative (collectively the "representatives") to represent such Member in connection with dealings with the other Member. In all instances, each Member shall endeavor to deal with the primary representative of the other Member, but in his absences the alternate may be relied upon. Each Member may rely absolutely on the consent, approval, disapproval, or execution and delivery of any instrument by, a representative, or, where appropriate, the alternate representative, of the other Member, and no Member shall be obligated or authorized to inquire as to whether a representative or alternate of the other Member shall actually have been authorized to take any action on behalf of the Member represented.
- 3.9 <u>Removal of Manager</u>. The Manager may only be removed for "cause". "Cause" as used in this Section shall be limited to the occurrence of any of the following events:
- 3.9.1 A material breach of this Agreement which is not cured after the receipt of notice within a reasonable period:
- 3.9.2 The filing of a voluntary or involuntary petition in bankruptcy or insolvency or of a petition for relief or reorganization under any bankruptcy or insolvency law;
- 3.9.3 Death;
- 3.9.4 Total and permanent disability as determined by a Majority in Interest of the Members, excluding the Manager's interest in the Company.
- 3.9.5 Fraud or intentional wrongful misconduct, or gross negligence.

- 3.10 Member Voting. All Members will have equal voting rights. Except for provisions provided in this Agreement, Members shall have no voting, approval, or consent rights. Members shall have the right to approve or disapprove matters as specifically stated in this Agreement.
- 3.11 Meetings of Members. Regular meetings of the Members shall be held at such place as determined by the Manager, from time to time as needed. Written notice stating the place, day and hour of each meeting of Members, the purpose for which the meeting will be called, shall be delivered within a reasonable timeframe, either in person, by mail, or by email at the direction of the Manager or person calling the meeting to each Member of record entitled to attend the meeting.
- 3.12 Action by Members Without a Meeting. Any action required or permitted to be taken by the Members oat a meeting may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, and signed by each Member entitled to vote. Any action taken under this section shall be effective when all members entitled to vote have signed the consent, unless the consent specifies a different effective date.
- 3.13 <u>Tax Matters Member</u>. The Members designate Kent Ellsworth, to serve as Tax Matters Member under the Code.

ARTICLE FOUR ACCOUNTS, REPORTS AND AUDITS

- 4.1 <u>Books.</u> The manager shall maintain complete and accurate books of account of the Company's affairs at the office described above, which books shall be open to inspection and copying by any Member or by its authorized representative at any time during ordinary business hours. Such books shall be kept on the method of accounting required by the tax laws and otherwise in accordance with the procedures approved by the Members holding a Majority in Interest. The Company's accounting period shall end on December 31. The Manager shall keep such other books and records as may otherwise be required by the Act.
- 4.2 Reports. The books of account of the Company shall be closed after the end of each calendar year. Within forty-five (45) days thereafter, the manager shall prepare of cause to be prepared at the expense of the Company a written report to the other Members which shall include a statement of profits and losses of the year, a balance sheet, a cash flow statement, and such additional statements with respect to the status of the Company and the distribution of Company funds as are reasonably necessary to advise the Members properly concerning its investment in the Company.

- 4.3 Tax Elections and Reporting
- 4.3.1 Generally. The Company shall make the following elections and take the following positions under the Code and Treasury Regulations and any similar state statutes:
- 4.3.1.1 Adopt the calendar year as the annual accounting period (unless otherwise required by the Code and Treasury Regulations).
- 4.3.1.2 Adopt the cash method of accounting (unless otherwise required by the Code and Treasury Regulations); and
- 4.3.1.3 Insofar as permissible, report the Company's tax attributes and results using principles consistent with those assumed in connection with entering into this Agreement.
- 4.3.2 Code Section 754 Election. The Company shall after the written request of any Member and upon approval of the Manager, file an election under Code Section 754 and the Treasury Regulations thereunder to adjust the basis of the Company's assets under Code Section 734(b) or 743(c) and a corresponding election under the applicable sections of state and local law.
- 4.4 <u>Company Tax Returns</u>. The manager shall retain an accountant to prepare or review the necessary federal income tax returns and information returns for the Company. Other tax returns shall be prepared in a manner directed by the Manager.

ARTICLE FIVE RIGHTS AND OBLIGATIONS OF MEMBERS

- 5.1 <u>Original Members</u>. The original Members of the Company any shall be those persons who have signed this Operating Agreement.
- 5.2 <u>List of Members</u>. Upon the written request of any Members, the Manager shall provide a list showing the names, address and interests of all Members of the Company.
- 5.3 <u>Limitation of Liability</u>. Each Member's liability for the debts and obligations of the Company shall be limited as set forth in this Agreement, the Act and other applicable law.
- 5.4 <u>Priority and Return of Capital.</u> No Member shall have priority over any other Member, either as to the return of Capital Contributions or as to Profits, Losses or Distributions; provided, however, that this Section shall not apply to loans (as distinguished from Capital Contributions) a Member has made to the Company.
- 5.5 Representation of Members.

- 5.5.1 Each Member represents and warrants to the other Members and to the Company that such Member:
- 5.5.1.1 Understands and agrees that it's Membership interest in the Company has not been registered under the Securities Act of 1933 or any similar state law regulating the offer or sale of securities and, therefore, such Membership Interest may not be transferred except in accordance with an effective registration under such Act and state law, or pursuant to an available exemption therefrom;
- 5.5.1.2 Takes his Membership Interest for his own account and not with any intent towards the resale or distribution thereof;
- 5.5.1.3 Has read and fully understands and agrees to be bound by all of the terms and provisions of this Agreement;
- 5.5.1.4 To the extent that such Member has had any questions with respect to the Company, this Agreement, or any other matter bearing upon such Member's decision to enter into the Company, has had a full an complete opportunity to make inquiry of the Manager and has had all of its questions answered to it's full and complete satisfaction;
- 5.5.1.5 Is capable of evaluating the relative merits and risks presented by an investment in the Company, and to the extent the Member has desired to do so, the Member has consulted with his own independent legal, tax and investment advisers, and terms of its investment objectives, and in terms of its financial situation;
- 5.5.1.6 Understands that the investment in the Company is a HIGH RISK INVESTMENT, that transfer of the Membership Interest is restricted pursuant to the Agreement, and that there presently exists no market for the Membership Interest and it is unlikely that one will develop; that transfers, offers, or sales of the Membership Interest are subject to the restrictions and conditions of the Securities Act of 1933 and applicable state securities laws be filed covering Membership Interests in the Company, or an exemption from registration under such act and under such state securities laws is available;
- 5.5.1.7 The Company has reasonable grounds to believe that the Member has such knowledge and experience in financial and business matters that he is capable of evaluating the merits and risks of the prospective participation, or the Member and his purchaser representatives (as defined in Rule 501 under the Securities Act of 1933) together have such knowledge and experience in financial and business matters that they are capable of evaluating the merits and risks of the prospective participation and that such Member is able to bear the economic risk of the participation, and
- 5.5.1.8 Any other provision of this Agreement to the contrary notwithstanding, each Member agrees that such Member will not sell, assign, or otherwise transfer all or any portion of its Membership Interest in the Company to any Person who does not similarly represent and warrant and similarly agree not to sell, assign, or transfer such interest, or portion thereof, to any Person who does not similarly represent, warrant, and agree.

ARTICLE SIX SHARING OF PROFITS AND LOSSES

- Profits and Losses. "Profits" and "Losses" means, for each calendar year, an amount equal to the Company's taxable income or loss for such calendar year, determined in accordance with Code Section 703(a)(for this purpose, all items of income, gain, loss, or deduction required to be state separately pursuant to Code Section 703(b) (1) shall be included in taxable income or loss), subject to adjustments determined necessary and appropriate by the Manager.
- Division of Profits and Losses. Per the "Private Placement Agreement" between Lunsford Consulting, Ltd. and the Company, the Company agreed to raised seven hundred fifty thousand dollars (\$750,000.00) for operating capital for Lunsford Consulting, Ltd, in exchange for five percent (5%) of Lunsford Consulting Ltd.'s gross revenue until investment is returned, then two and one half percent (2.5%) of gross revenues in perpetuity. In the event the Company raises less than \$750,000.00, the percentage of Lunsford Consulting, Ltd,'s revenue will be prorated in accordance with the percentage of monies raised. Members' percentage interest will be proportionate to the total investment dollars invested in the Company, and therefore will not be diluted.
- 6.3 Expenses. The Company intentionally has not allocated a specific percentage of revenues toward expenses. It is the intention of the Company to keep expenses at a minimum. However, any expenses of the Company will be paid and deducted from gross revenues. Once expenses have been paid, the remaining monies will be distributed according to the percentages stated in ARTICLE TWO, Section 2.2 of this Agreement.

ARTICLE SEVEN TERMINATION

- 7.1 Death of a Member, Assignee Status. The death of a Member shall not cause the dissolution of the Company. The deceased Member's interest shall pass according the estate plan of the deceased Member. The person or persons who inherits the deceased Member's interest shall assume all rights of ownership of the deceased Member, so long as the new Member or Members sign and accept the current Operating Agreement. Failure to sing and accept the Operating Agreement will cause this new Member or Members to be the status of an assignee, entitled to the distributions otherwise attending his Company interest but having no vote or other prerogative of a Member.
- 7.2 <u>Withdrawal or Resignation of Member</u>. Except as otherwise specifically permitted in this Agreement, each member agrees not to voluntarily withdraw or resign (the "Resigning Member") from this Company. A Resigning Member shall not be entitled to a distribution of the fair value of his interest upon resignation, but rather shall have the status of an assignee, entitled to the distributions

otherwise attending his Company Interest but having no vote or other prerogative of a Member. In addition, a Resigning Member shall be deemed in default of this Agreement and Liable for any resulting damages.

- 7.3 Involuntary Withdrawal Resulting from Creditors' Proceedings, Levies or Bankruptcy. If the interest of a Member is substantially affected by creditors' proceedings, levies on that Member's interest, or bankruptcy or other insolvency proceedings of that Member, then, in such event, this paragraph shall be applicable. In this event, the remaining members shall have the right to immediately purchase the share of the Member affected by these creditors' proceedings for the fair market value of such share. However, the purchase price shall be discounted from fair market value fifty percent (50%) in order to compensate the Company for the additional risks and problems resulting from the creditors' proceedings.
- 7.4 <u>Termination of Company</u>. The Company shall terminate and begin the winding up procedures upon the completion of the Agreement with its existing and future business relationships.

ARTICLE EIGHT WINDING UP

- 8.1 <u>Final Accounting.</u> In the case of the dissolution and termination of the Company as provided herein, a proper accounting shall be made from the date of the last previous accounting to the date of termination.
- 8.2 <u>Liquidation</u>. Upon the termination of the Company, the Manager shall act as liquidator to wind up the Company, so long as the Manager is not then in default, If the Manager is in default, then a new liquidator shall be appointed by a Majority in Interest of the Members, other than the Manager. The liquidator shall have full power and authority to sell, assign or encumber any or all of the Company's assets and to wind up and liquidate the affairs of the Company in an orderly and businesslike manner.
- 8.3 <u>Liquidating distributions</u>. All proceeds from liquidation shall be distributed in the following order of priority:
- 8.3.1 To the payment of debts and liabilities of the Company and the expense of liquidation;
- 8.3.2 To the setting up of such reserves as the liquidator reasonably deems necessary for any contingent liabilities of the Company;
- 8.3.3 To each Member to the extent of, and in proportion to, their respective positive Capital Account balances; and

- 8.3.4 To each Member in accordance with their respective Company Interest.
- 8.4 <u>Articles of Termination</u>. Upon the completion of the distribution of Company assets, the Company shall be terminated and the persons acting as liquidators shall file Articles of Termination with the Arizona Corporation Commission and shall take such other actions as may be necessary to terminate the Company pursuant to the Act.

ARTICLE NINE TRANSFERS

- 9.1 No Transfer. Except with the prior written consent of a majority of Members, no Member shall sell, transfer, assign, hypothecate, pledge or otherwise encumber, voluntarily or involuntarily, any portion of such Member's Company Interest or the right of such Member to profits of the Company or any other asset of the Company. Any sale, transfer, assignment or pledge by a Member or the encumbrance of a Member's Company Interest shall be void as against the Company and the other Members. In the event of any transfer of a Company Interest notwithstanding the provisions of this Section, an assignee shall not be a substituted member in this Company without the written consent of all remaining Members.
- 9.2 Right of First Refusal. In the event a Member desires to sell its interest in the Company and such Member shall have received a bona fide written offer to purchase its interest in the Company, such Member shall first offer in writing to sell its interest in the Company to the Company or the remaining Members on the same terms and conditions as set forth in said bona fide offer. The remaining Members shall have thirty (30) days after receipt of such offer to accept such offer in writing. If the Company or a Member does not purchase the interest, the Member may sell or otherwise transfer its interest in the Company to the third-party purchaser with in forty-five (45) days thereafter, provided, however, that any third-party purchaser shall first agree in writing to become bound by the terms and provisions of this Agreement and the remaining Member(s) consents to the sale, which transfers by a Member of such Member's interest will be exempt from the provisions of this Section:
- 9.2.1 Any transfer or gift, directly or in trust, by a Member of all or any part of its Company interest to the Member's grantor's trust, spouse, ancestor or lineal descendent; and
- 9.2.2 Any transfer by operation of law in the event of the death or incompetency of any Member.

The provisions of this Section, however, shall apply to any subsequent nonexempt transfer by any transferee which acquired such Company interest pursuant to an exempt transfer.

ARTICLE TEN

ACC000012

NOTICES

- 10.1 Method of Notices. All notices herein shall be sent by certified or registered mail addressed as set forth below the Member's signature (except that any Member may from time to time give notice changing his address for that purpose). Any such notice shall be effective on the date set forth on the receipt of registered or certified mail or on the second day after mail, whichever is earlier.
- 10.2 Computation of Time. In computing any period of time under this Agreement, the date of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday ro legal holiday.

ARTICLE ELEVEN GENERAL PROVISIONS

- 11.1 General. This Agreement, and referenced documents herein, contain the entire agreement of the parities, and may not be amended nor may nay rights hereunder be waived except by an instrument in writing signed by the party sought to be changed with such amendment or waiver. This Agreement shall be construed in accordance with and governed by the laws of the State of Arizona, and shall be binding upon and shall inure to the benefit of the parties and their respective personal representatives and assignees, except as set forth above. Each party shall bear the expenses it may incur in connection with the transaction anticipated hereby without the right to be reimbursed therefore by the other party, and may be executed in any number of counterparts of the signature page, each of which shall be considered an original.
- 11.2 <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, all of which shall be deemed an original.
- 11.3 Resolution of Disputes. The Members recognize that in all human endeavors disputes arise. It is important for maintaining long, mutually profitable and satisfying relationships to have these disputes settled for a minimum loss of time, money and aggravation. The parties agree to attempt to settle their disputes in the following order:
 - 1st: Informal discussion and negotiation;
 - 2nd: Informal mediation:
 - 3rd: Formal mediation;
 - 4th: Arbitration in the City of Phoenix before the American Arbitration Association in accordance with its rules and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

IN WITNESS WHEREOF, the parties have entered into this Agreement of Limited Liability Company effective as of the date first above set forth.

MANAGER	David H. Steiner, Defined Benefit Plan Members
Mark Steiner	Signature Print Name
	Second Opinion Solutions, LLC An Arizona Limited Liability Company Member
	Signature Print Name
	Cachaca Holdings, LLC An Arizona Limited Liability Company Member
	Signature Print Name
	Sue Painter Member
	Signature / Print Name
	Zackaralily, LLC
	An Arizona Limited Liability Company Member
	Signature Print Name
	Margo Marie Mallamo Member
	Signature Print Name

IN WITNESS WHEREOF, the parties have entered into this Agreement of Limited Liability Company effective as of the date first above set forth.

MANAGER	David H. Steiner, Defined Benefit Plan Members
Marines	
Mark Steiner	Signature Print Name
	Second Opinion Solutions, LLC
	An Arizona Limited Liability Company Member
	Member
	Signature Print Name
	Cachaca Holdings, LLC
	An Arizona Limited Liability Company
	Member
	Signature Print Name
	Sue Painter Member
	Signature Print Name
	Zackaralily, LLC An Arizona Limited Liability Company Member
	Signature Print Name
	Margo Marie Mallamo Member
	and the state of t
	Signature Print Name

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EXECUTIVE SUMMARY CHINA

INTRODUCTION

Lunsford Consulting, LLC (Lunsford) is an Arizona-based consulting firm with deep, strong business relationships in China. Principal and Founder, Mr. Lunsford, has been doing business with the Chinese for more than 21 years. His unique approach to business and his strong relationships with senior Central Government officials has afforded a unique opportunity to develop business throughout the world.

The cliché most people recognize as *the* recipe for success is "Location, Location," However, in China *the* recipe is "Quanxi, Quanxi, Quanxi" (pronounced like kwan-she). Quanxi means contacts, relationships, networks and connections.

Lunsford has quanxi. Meaningful and trusted relationships are highly regarded, protected and sought after in the Chinese culture. The principals of Lunsford enjoy significant relationships with influential people in the private sector and the Central Government who are part of the decision-making echelon of the PRC.

OPPORTUNITY

China has been aggressively seeking opportunities to expand its economy through the building and funding of civil engineering projects in various countries around the world. Lunsford's relationship ties to government officials in several African and Latin American countries have provided several significant opportunities to develop business with the Chinese. Lunsford has relationships with many Chinese companies including China Poly, China New Era, CGGC, and others.

PROJECT SUPPORT - FINANCIAL AND TECHNICAL INFORMATION

Lunsford, with its Chinese relationships provides a unique opportunity for project developers to realize their project in potentially the most favorable economic scenarios possible. The Chinese can and will provide technical expertise, design planning, financial projections and extremely favorable financing alternatives without requiring ownership or equity interest in the projects.

Steiner EXHIBIT 2

DATE 10/17/12

Gary W. Hill, RPR, CR No. 50812



ACC000016 ACC001096 FILE #8302 Consequently, project developers retain more of the equity and control over the project than is typical with traditional project packaging. It is truly a win-win proposition.

Lunsford's currently portfolio of projects exceeds more than \$15B in funding, with additional projects in discussion. These projects will generate tens of millions of dollars in revenue to Lunsford, beginning as early as the 1st quarter of 2012. Depending on the project, Lunsford will generate revenue from a percentage of project funding, monthly revenue from ongoing sales transactions, and from potential equity positions.

Lunsford is currently working in conjunction with its Chinese friends to develop a number of projects around the world. A list of some of the projects and their status follows:

PROJECTS - Level I

1200 MW Coal Fired Power Plant – Itobe, Kogi State, Nigeria - \$1.5B for first 600MW phase, with total of \$2B+ for 2phases.

 Project includes Jetty on the River Niger, housing for plant employees, housing for coal mining employees, reinforcement of 70km of road, 15km of new road to mining site, and sectional improvements on 170km of roadway to limestone quarry.

Status

- Signed Agreement between parties
- Site surveys completed
- Verbal government support and guarantees provided by all relevant regulatory departments
- Milestone/Timeline detail completed
- Initial Funding approved Final funding awaiting final reports and Power Purchase Agreement (PPA)/Sovereign Guarantee

400 MW Gas Power Plant - Nigeria - estimated \$500M

Status

· Signed Memorandum of Understanding (MOU) between parties

Iron Ore/Steel Plant - Uganda - Estimated \$500+M

Status

- Initial review and acceptance of project by Chinese
- Signed Agreement between parties
- · Preparing for site visit to Uganda

Hydro Power Energy Project – Uganda – estimated \$800M (phase 1) remaining phases totaling \$3.5B over 5 years

Status

- Initial review and acceptance of project by Chinese
- · Formal Letter of Interest submitted by China to Uganda Minister of Finance
- Preparing for site visit to Uganda estimated 1st quarter of 2012

Three Point-to-Point Rail Projects — Uganda — estimated \$600M - \$1B Status

- Initial review and acceptance of project by Chinese
- Formal Letter of Interest submitted by China to Uganda Minister of Finance
- Preparing for site visit to Uganda estimated 1st quarter of 2012

Oil Refinery – Uganda – estimated \$2-3B Status

- · Chinese company identified for project
- · Favorable initial discussion with company
- · Formal request from China to explore project Government

Oil and Gas Development Project - Uganda - Estimated \$900M Status

- Initial review and acceptance of project by Chinese
- Invitations being prepared for Ugandan delegation with intention to sign MOU

PROJECTS - Level II

Waste To Energy (WTE) – Buenos Aires, Argentina – Estimated \$200M Status

- Initial review and acceptance of project by Chinese
- · Invitations being prepared for Ugandan delegation with intention of sign MOU

Iron Ore Mining – Peru – Estimated \$1.2B (1st phase) following phases estimated to exceed \$6B over 3 – 5 years

Status

- Project meets critical criteria for Chinese
- Completed Feasibility study
- Project approved by Peruvian Federal Government for sovereign guarantee
- · Awaiting overview documentation

Oil Purchase/Exploration/Refinery – Various countries – estimated monthly revenue Status

- China has made request to identify various crude oil sources for immediate purchase, exploration and refinery investment
- Lunsford pursuing opportunities with established relationships

Gold Mining - Ghana - \$100M+

Status

- Verbal interest
- Documentation under review

PROJECT - Level III

Government Housing and related infrastructure – Gabon, Africa - estimated \$900M Status

- Preliminary discussions underwaywith lead developer
- Documentation under review

Air Traffic Control Tower – Common Market for Eastern and Southern Africa (COMESA) Status

- Feasibility Study Complete
- Preliminary Project Proposal Completed
- Multiple relationships within COMESA organizations

Various Infrastructure Projects – Democratic Republic of Congo, Africa (DRC) – estimated up to \$15B

Status

Local government relationships

Various Infrastructure Projects - Senegal, Africa

Status

• Local government relationships

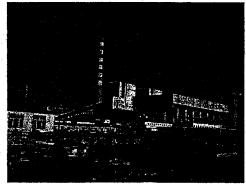
Alternative Fuel Injectors – Retro-fit emissions reduction, fuel conversion kits for diesel engines Status

· Verbal interest expressed from China

PHOTOS OF PROJECTS



China Poly Building Project Contractor



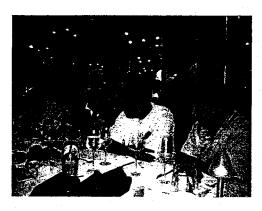
Chinese 1200 MegaWatt Coal Plant similar plant to be built in Nigeria



Coal Excavation and Transport



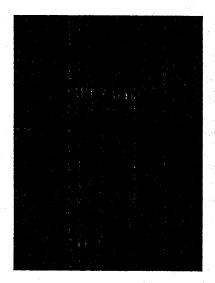
Signed Agreement between Poly and Zuma



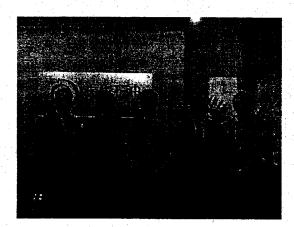
Chinese Officials receive commitment from Special Advisor to President G. L. Jonathan



Zuma receives add'l financial commitment from the Debt Management Office

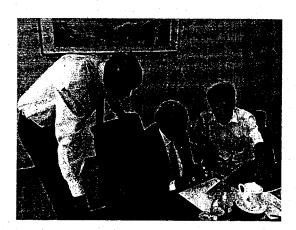


Meeting with the Oil Officials From NNPC/Hyson - Nigeria



Meeting with ZhenHua Oil Executives with Nigerian Rep to discuss China's oil demands

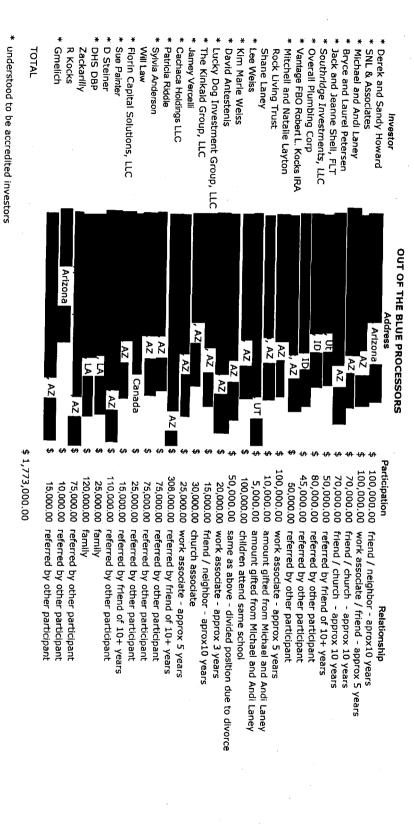




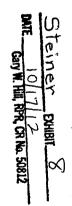
Meeting between Chinese and Uganda Officials

Memorandum of Understanding (MOU) Signing Event

Chinese Company of Record: Sinosteel Equipment and Engineering Co.







ACC000577 FILE #8302



BANK OF AMERICA, N.A. (THE "BANK")

Limited Liability Company Signature Cord

Account Number Temporary Signature Card Account Type _ BUSINESS ECONOMY CHKG OUT OF THE BLUE PROCESSORS, LLC Account Title DALE DENIX Name of Company OUT OF THE BLUE PROCESSORS LLC Tax Identification Number 861011301 By signing below, the above named Association agrees that this account is and shall be governed by the terms and conditions set forth in the following documents, as amended from time to times (1) the Doposit Agreement and Disclosures, (2) the Business Schedule of Fees, and (5) the Missellaneous Fees for Business Accounts, and the Association further acknowledges the receipt of these documents.
Sobstitute Fees W-9. Certification Unders personalise of perform, I see they thank (1) The counter already as this form is the correct temporary identification summer (or I see weather for a number of no insured in mar), and (2) I see not subject to business the temporary identification summer (a) I see not subject to business the temporary identification as made (2) I see not subject to business the summer of the counter of the c des lastraci You must eross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. (See also IRS instructions for Substitute Form W-9 in the Deposit Agreement and Dicclescree). The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding. I, the undersigned, hereby certify (1) that I am a duly authorized member/ms the undersigned, hereby certify (I) that I am a duly authorized member/man currently empowered to ext under the Company resolutions authorizing this a signature set forth opposite the name of each person is true and genuine, and this Dodgy of Company 1200 ne previded for therein, (3) that the specimen e, and (4) the Substitute Form W-9 certification ATM/Dopesh/Chock Cord Request Provided that the account referenced above is eligible to receive automated teller machine cards and/or Check Cards, I (as authorized by the resolutions which authorize this account) hereby request the issuence of such cards to any of the authorized signers on this account. Mornhor/Managor **EXHIBIT** Sank intermetion Banking Center Name GILBERT & GUADALUPE 01/10/2001 Associate's Phone Number 480-539-5004 AURELIA ZEPEDA Associate's Name Visa 86-14-8011ML 8-1999 NAZ

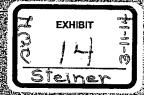
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Business Account Application

WELLS FARGO

Bank Name:		Sorellame					
Wells Fargo Bank , N.	A	Grayhawk 5 So	Grayhawk & Scotesdale Rd (1) (5)				
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OUT OF THE BLUE PROCESSORS LLC	
Authorized Signer Name(s):	
MARK G STEINER	



BSG2307 (8-10 SVP)

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Viells Fargo Confidentia

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Business Information BusinessAtme		
OUT OF THE BLUE PROCESSORS LLC	22250h W 37748 324	
Taypayer (dentification Number (TIN). TIN Type:		
EIN		
Business Type:		
Limited Liability Company		
Riansa Qib-Tippe Non-Profit -		
No	SCOURISDAME A SERVICE	NAME OF TAXABLE PARTY.
Date Originally Established Current Cynership Since (Number of Employees 12/18/2000 1	ZPR-FCGc	(*) * (*) (*) (*) (*)
127/167/2000 1 Annual Occassive: Yest Sales Reported: First Yest Grid	Bisness Projection of Section 1997	2 AUG
\$20,000.00 12/31/2009	6 4/460); 7/3/2-7J/2B	
Pirmay Financial Institution Number of Locations	Cilu a Rione	
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LOCAL		
Rimary Sale 2 : - Rimary Sale 2 : - Rimary Sale 3 - ু গ্ৰ	Websie	
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Industry:		
Other Services (except Public Administration		
Description of Business:		
Vejor Suppliers/Customers		
Bank Use Only		
Varie/Entity Verification: Address Verific		
Articles of Organization FPWFD) Downant Film Number/Description Film State	[610]PAC	
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BBG2307 (8-10 SVP)

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Owner/Key Individual 1 Information

		The state of the s	
Quaromer Name:	Rimary IDType	Rimary IDDescription _e_	
MARK G STEINER	DLIC;		
Postion/Title	Bilinay IDS/Gry/HoV-	. Rimay ID laue Dae	Annaly Italian Education Education
CONSULTING	72 - S - S - S - S		2.0
Check Reporting	Scondary/IDType	SecondaryIIDDescription (
None	POINTER EDG :	DSAMAWISM	
	Septimizy/IDS are (burity)	Secreta (IDISH) Pate	Secondary ID Boyraling ID

Certificate of Authority

- Exhiperson who signathe "Certified/Agreed Tio" sed on of this Application partities that.

 A. The Customer's use of any Bank deposit account, product or service will continue to the Pank's applicable fee and information schedule and account agreement that anothers the Arbitration Agreement under which between the Customer and the Bank relating to the Customer's use of any Bank deposit account; product or service will be the Pank's applicable fee and information schedule and account agreement that anothers the Arbitration Agreement under which between the Customer and the Bank relating to the Customer's use of any Bank deposit account; product or service will be decided arbitration proceeding before a neutral arbitrator as described link he Arbitration Agreement and mothly agury for count it rail.

 B. Each person violagistic Certified Agreed To sed ion of this Application by Arbitration proceeding before a neutral arbitrator as described in the Arbitration Agreement and mothly agury for counting and the Pank of the Indiana Counting and Indiana Counting Co

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 Discrimination described in this Certificate of Authority conducted by or on behalf of the Customer prior to delivery of this Certificate is in all response to the customer prior to delivery of this Certificate is in all response to the customer prior to delivery of this Certificate is in all response to the customer prior to delivery of this Certificate is in all response to the customer prior to delivery of this Certificate is in all response to the customer prior to delivery of this Certificate is in all response to the customer prior to delivery of this Certificate is in all response to the customer prior to delivery of this Certificate is in all response to the customer prior to delivery of this Certificate is in all response to the customer prior to delivery of this Certificate is in all response to the customer prior to delivery of this Certificate is in all response to the customer prior to delivery of this Certificate is in all response to the customer prior to delivery of the customer prior to delivery of this Certificate is in all response to the customer prior to delivery of t

 - Elithe Oxforner is a tribal government or tribal government agency the Oxforner viewes overeign immunity from suit with respect of the Oxforner is a product or service referred to in this Certificate.

 F. The information provided in this Application is correct and complete, each person who against the Certified Agreed to secure appears in the "Authorized Sones Sonature Cepture" section of this Application has appears in the "Authorized Sones Sonature Cepture" section of this Application has appears in the support of the Sonature Cepture" section of the Application has appeared the Sonature Cepture section of the Application to section of the Sonature Cepture section of the Cepture
 - Usoma spenantry.

 (1) resolution, agreement or other legally sufficient action of the governing body of the Customer lifthe Customer is not activation as sole propriate. (2) the agriculture of each of the Customer's trustees), lifthe Customer is a trust, or (3) the agriculture of the Customer, lifthe Customer is a sole proprietor.

Certified/Agreed To Owner/Key Individual 1 Name

MARK G SPEINER

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BEG2307 (8-10 SVP)

Request for Taxpayer Identification Number and Centification

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- (Bipalitite form We)
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 1. The number shown on this form is my conect taxos yet identification number (or, iz my atting paranuments be leased from), and 2. UNLESS HAVE OF THE PORSES OV I amount appear to be desupport in produce that the result is subject to be desupport in the lease of t

Note: The Internal Revenue Service does not require your consent to any provision of only documents other than the certifications in backup withholding.

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Authorized Soners - Signature Capture

Authorized Sgner 1.Name

MARK G STEINER



2MO2_00006784533

Business Account Application



Bank Name	:	•		Store Name:	
Wells	Fargo Ban	k , N.A.		Grayhawk & Scot	tsdale Rd
Banker Nam	ne:			Officer/Portfolio Number:	Date:
TRUDEI	LL KOLPACK		·	P6487	j08/18/2010
Banker Pho	ne:		Store Number:	Banker AU:	Banker MAC:
[480/5]	13-3791		02730	0000789	54100-011
other inform	ach person (individua nation that will allow count Inform	als and businesses) who op v us to identify you. We ma nation	ens an account. What thi y also ask to see your dri	is means for you: When you open an accor ver's license or other identifying documen	
[X] I	New Deposit /	Account(s) Only	New	Deposit Account(s) and Bus	mess credit card
	roduct Name				
Advant	age Busin	ess Package C	hecking		
COID:	Product:	Account Number:		Opening Deposit:	Type of Funds:
038	DDA	1566		\$100.00	INTX
	roduct Name	Rate Savings	······································		
COID:	Product:	Account Number:		Opening Deposit:	Type of Funds:
1038	DDA	6764		\\$100.00	INTX
					R EXHIBIT TO STEINER
Business Nam SECOND Authorized Sk		OLUTIONS, LLO		Other Related Customer Name:	
FIRST G	OIBINER .				



2W02-000066721629-01



Page 1 of 4 Wells Fargo Confidential

Name(s) and Information Liste			Statement Mailing Address:	
SECOND OPINION	SOLUTIONS, LLC		22511 N 77TH PL	
			Address Line 2:	
			City:	State:
			SCOTTSDALE	AZ
		**** ** **** * **** **** ****	ZIP/Postal Code:	Country:
			85255-4831	US
Business Informatio	on			
Business Name:			Street Address:	
SECOND OPINION	SOLUTIONS, LLC		22511 N 77TH PL	
axpayer Identification Number			Address Line 2:	
Business Type:	aya ya <u>agaa gagaaya ayaal</u> aasaada <u>a agaasaay</u> aasa tu		Address Line 3:	And removal to compare the process of the compare to the compare t
Limited Liabili	ty Company	·		
Business Sub-Type:		Non-Profit:	City:	State:
		No	SCOTTSDALE	AZ AZ
Date Originally Established:	Current Ownership Since:	Number of Employees:	ZIP/Postal Code:	Country:
12/18/2000		2	85255-4831	
nnual Gross Sales:	Year Sales Reported:	Fiscal Year End:	Business Phone:	Fax:
5500,000.00	12/31/2006		(480) 734-7129	
rimary Financial Institution	Number of Locations:		Cellular Phone:	Pager:
ales Market:			e-Mail Address:	
LOCAL				
rimary State 1:	Primary State 2:	Primary State 3;	Website:	
rimary Country 1:	Primary Country 2:	Primary Country 3:		100 - 101 100 - 101 100 100 100 100 100
idustry:				
•	Support, Waste	Management an	d Remediation Servi	ces
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ajor Suppliers/Customers:				Management of the second secon
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me/Entity Verification:		Address Verifica	tion:	BACC Reference Number:
rticles of Orga				610BAC0294230
cument Filing Number/Descri		Country: Filing State:	Filing Date:	Expiration Date:
-0972688-7	US	AZ	12/18/2000	12/31/2050
	•	ational Transactions:		Check Reporting:
	12 !			NEG RECORD - APPROVED
ternet Gambling Business				
0				



Owner/Key Individual 1 Information			
Customer Name:	Primary ID Type:	Primary ID Description:	
MARK G STEINER	DLIC		
Position/Title:	Primary ID St/Ctry/Prov:	Primary ID Issue Date:	Primary ID Expiration Date:
CONSULTING	AZ		
Check Reporting:	Secondary ID Type:	Secondary ID Description:	
None	OTHR DC	USAA VISA	
	Secondary ID State/Country:	Secondary iD Issue Date:	Secondary ID Expiration Date

Certificate of Authority

Each person who signs the "Certified/Agreed To" section of this Application certifies that:

- A. The Customer's use of any Bank deposit account, product or service will confirm the Customer's receipt of, and agreement to be bound by, the Bank's applicable fee and information schedule and account agreement that includes the Arbitration Agreement under which any dispute between the Customer and the Bank relating to the Customer's use of any Bank deposit account, product or service will be decided in an arbitration proceeding before a neutral arbitrator as described in the Arbitration Agreement and not by a jury or court trial.
- B. Each person who signs the "Certified/Agreed To" section of this Application or whose name, any applicable title and specimen signature appear in the "Authorized Signers Signature Capture" section of this Application is authorized on such terms as the Bank may require to:
 - (1) Enter into, modify, terminate and otherwise in any manner act with respect to accounts at the Bank and agreements with the Bank or its affiliates for accounts and/or services offered by the Bank or its affiliates (other than letters of credit or loan agreements);
 - (2) Authorize (by signing or otherwise) the payment of Items from the Customer's account(s) listed on this Business Account Application (including without limitation any Item payable to (a) the individual order of the person who authorized the Item or (b) the Bank or any other person for the benefit of the person who authorized the Item) and the endorsement of Deposited Items for deposit, cashing or collection (see the Bank's applicable account agreement for the definitions of "Item" and "Deposited Item");
 - (3) Give instructions to the Bank in writing (whether the instructions include the manual signature or a signature that purports to be the facsimile or other mechanical signature including a stamp of an Authorized Signer as the Customer's authorized signature without regard to when or by whom or by what means or in what ink color the signature may have been made or affixed), crally, by telephone or by any electronic means in regard to any Item and the transaction of any business relating to the Customer's account(s), agreements or services, and the Customer shall indemnify and hold the Bank harmless for acting in accordance with such instructions; and
 - (4) Delegate the person's authority to another person(s) or revoke such delegation, in a separate signed writing delivered to the Bank.
- C. If a code must be communicated to the Bank in order to authorize an Item, and the code is communicated, the Item will be binding on the Customer regardless of who communicated the code.
- D. Each transaction described in this Certificate of Authority conducted by or on behalf of the Customer prior to delivery of this Certificate is in all respects ratified.
- E. If the Customer is a tribal government or tribal government agency, the Customer waives sovereign immunity from suit with respect to the Customer's use of any Bank account, product or service referred to in this Certificate.
- F. The information provided in this Application is correct and complete, each person who signs the "Certified/Agreed To" section of this Application and each person whose name appears in the "Authorized Signers-Signature Capture" section of this Application holds any position indicated, and the signature appearing opposite the person's name is authentic.
- G. The Customer has approved this Certificate of Authority or granted each person who signs the "Certified/Agreed To" section of this Application the authority to do so on the Customer's behalf by:
 - (1) resolution, agreement or other legally sufficient action of the governing body of the Customer, if the Customer is not a trust or a sole proprietor,
 - (2) the signature of each of the Customer's trustee(s), if the Customer is a trust; or
 - (3) the signature of the Customer, if the Customer is a sole proprietor.

Certified/Agreed To		
Owner/Key Individual 1 Name MARK G STEINER		Position/Title: CONSULTING
Owner/Key Individual 1 Signature		
Mark 681	Submit manually Signature not required	Date: 08/18/2010



2W02-000066721629-03

Request for Taxpayer Identification Nu	imber and Certification	
(Substitute Form W-9)		
Under penalties of perjury, I certify that:		
1. The number shown on this form is my correct taxpayer id	lentification number (or I am waiting for a number to be is	ssued to me), and
subject to backup withholding as a result of a failure to re	eport all interest or dividends, or the IRS has notified me t	end been notified by the Internal Revenue Service (IRS) that I am het I am no longer subject to backup withholding (does not apply ions to an Individual Retirement Arrangement (IRA), and payment I am exempt from backup withholding
Note: The internal Revenue Service does not rec backup withholding.	quire your consent to any provision of this doc	cument other than the certifications required to avoid
Business Name:		Taxpayer Identification Number (TIN):
SECOND OPINION SOLUTIONS, LLC	:	
TIN Certification Signature:		
1/ml 651	Submit manually	Date:
Mistic & ST	Signature not required	08/18/2010
Authorized Signers - Signature Capture	· •	
Authorized Signer 1 Name		Position/Title:
MARK G STEINER		CONSULTING
Authorized Signer 1 Signature		
16 , 11	Submit manually	Date:
1 1/9/12 6 547	Signature not required	
	significate not required	08/18/2010

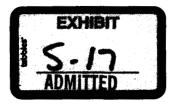


Consumer Account Application



Bank Name:		Store Nar	ne;			
Wells Fargo Bank , N.A.		Gray	hawk &	Scotts	dale Rd	
Banker Name:		Officer/Pr	ortfolio Numb	er:	Date:	
TANIA RUSH		P569	8		06/18/2011	
Banker Phone:	Store Number:	Banker A	U:		Banker MAC:	
480/513-3791	02730 ·	0000	789		S4100-011	
To help the government fight the funding of terror identifies each person (Individuals and businesses) other information that will allow us to identify you	who opens an account. What this	is means for you: Wi	hen you open	an account, w	ons to obtain, verify, and rec e will ask for your name, ad	ord information that dress, date of birth and
New Account Information						
Product Name:		Minor:	COID:	Product:	Account Number:	
Wells Fargo Way25ave Che	cking		038	DDA	9938	
Wells Fargo Way2Save Sav	ings		038	DDA	3481	
New Account Kit: 2980						
Customer Name:		Account F	Relationship:		•	
MARK G STEINER		Prima	ary Joi	nt Owne	r (or)	
SHELLY STEINER		Seco	ndary J	oint Ow	mer (or)	
Checking/Savings Statement Ma	iling Information			······································	***************************************	
Customer(s) Listed on Statement:		Statemen	nt Mailing Add	tress:		
MARK G STEINER						
SHELLY STEINER		Address	Line 2:			
		City:				State:
						AZ
	•	ZIP/Posta	Code:			Country:





Page 1 of 3 Wells Fargo Confidential



Customer 1 Inform	ation		,			
Customer Name:			Street Address:			
MARK G STEINER						
Account Relationship:			Address Line 2;			
Primary Joint	Owner (or)					
Taxpayer Identification Numb	er (TIN): Date of Birth:		Address Line 3:			
	04/24/	1964				·
Primary ID Type:	Primary ID Description:		City:		State	
DLIC					;AZ	
Primary ID St/Ctry/Prov:	Primary ID Issue Date:	Primary ID Expiration Date:	ZIP/Postal Code:	Country:	Time at this address:	
AZ				เกร	11 Year(s) 5	Month(s)
Secondary ID Type:	Secondary ID Description:		Directional Address:			
OTHR DC	USAA VISA		(Document when no physical	l residanca, business o	r alternate street addre	55./
Secondary ID State/Country:	Secondary ID Issue Date:	Secondary ID Expiration Date:				
i	1					
Home Phone:	Business Phor	ne:	Previous Street Address:	ي.		
	1480/73	4-7129		· · · · · · · · · · · · · · · · · · ·		
Current Employer:			City:		State	::
CONSULTING					·	
Check Reporting:			ZIP/Postal Code:	Country:	Time at this address:	
NO RECORD				ļ	Year(s)	Month(s)
Customer 2 Inform	ation					
Customer Name:			Street Address:			
SHELLY STEINER			Street Address.			
Account Relationship:			Address Line 2:	<u></u>		
Secondary Join	t Owner (or)		Address Line 2.			
Taxpayer Identification Numb			Address Line 3:			
			Hodies tille 3.			
Primary ID Type:	Primary ID Description:	······································	Cine		State	· · · · · · · · · · · · · · · · · · ·
DLIC	I what you be scription.		City:		;AZ	
Primary ID St/Ctry/Prov:	Primary ID Issue Date:	Primary ID Expiration Date:	ZIP/Postal Code:	Country:	Time at this address:	
IAZ	Timary ID 1350e Date.	Trimary to Expiration Date.	Zir/Foxal code.	IUS	10 Year(s) 5	Month(s)
Secondary ID Type:	Secondary ID Description:		Directional Address:	100	120 100(5) 0	(MOTHINGS)
OTHR	SS CARD		(Document when no physical	residence, business o	r alternate street addre.	(.2 2
Secondary ID State/Country:		Secondary ID Expiration Date:				
i	secondary to issue date:	Secondary to expiration bate.				•
Home Phone:	Business Phor		D	 		
TIGHE I HONE.	i DDMII672 LIMI	ig.	Previous Street Address:			
Current Employer:			Pa-			
HOMEMAKER			City:		State 1	<u>:</u>
			TID/D(C	C	Tions or this salates	
Check Reporting: INO RECORD			ZIP/Postal Code:	Country:	Time at this address:	Month(s)
TWO KECOKD				L	Year(s)	Month(s)



Request for Taxpayer Identification Number and Ca	ertification	
(Substitute Form W-9)		
Under penalties of perjury, I certify that:		
1. The number shown on this form is my correct taxpayer identification number	(or I am waiting for a number to be issue	ed to me), and
 UNLESS I HAVE CHECKED ONE OF THE BOXES BELOW, I am not subject to back subject to backup withholding as a result of a failure to report all interest or of to real estate transactions, mortgage interest paid, the acquisitionor abando other than interest and dividends). 	dividends, or the IRS has notified me that	I am no longer subject to backup withholding (does not apply
3. I am a U.S. person (including a U.S. resident alien).	ect to backup withholding	l am exempt from backup withholding
Tax Responsible Customer Name:	Taxpayer Identification Nu	mber (TIN):
MARK G STEINER		
TIN Certification Signature		
MAKE TITORY	Submit manually	D. co.
Mark CA		Date:
11	Signature not required	06/18/2011
Customer Signatures Everything I have stated in this application is correct. You are authorized to ma		
agreement and privacy brochure and agree to be bound by them, <u>including the and Product Guide and any amendment or addendum (Direct Distance Described in the account agrees this program our disputes will be decided before one or more in judge.</u>	eposit Advance service currently na ment and the Direct Deposit Advan	ot available in all states). I also agree to the terms of ace Service Agreement and Product Guide. Under
Customer 1 Name		
Customer 1 Signature	py 11	
YANK G STERET 1		
Mark G SA	Submit manually	Date:
1101-2	Signature not required	06/18/2011
Customer 2 Name	•	
SHELLY STEINER		
Customer 2 Signature		
<1	Submit manually	D
where sterne	Signature not regulred	Date:
A 3 3 3 3 3 3	viginital control (viginital	06/18/2011



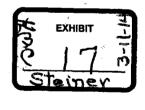
Consumer Account Application



Bank Name:		Store Name:	
Wells Fargo Bank , N.A		Grayhawk & Scot	tsdale Rd
Banker Name:		Officer/Portfolio Number:	Date:
TRUDELL KOLPACK		P6487	08/18/2010
Banker Phone:	Store Number:	Banker AU:	Banker MAC:
480/513-3791	02730	0000789	S4100-011
To help the government fight the funding of to identifies each person (individuals and busines other Information that will allow us to identify New Account Information	ises) who opens an account. What this	is means for your When you open an accou	titutions to obtain, verify, and record information that sint, we will ask for your name, address, date of birth and ts.
Product Name:	· · · · · · · · · · · · · · · · · · ·	Minor: COID: Prod	iuct: Account Number:
PMA Prime Checking		Minor. COID: Prod	
FIRE CHECKING			
Related Customers			
Customer Name:		Account Relationship:	
MARK G STEINER		Primary Joint O	wner (or)
SHELLY STEINER		Secondary Joint	Owner (or)
Checking/Savings Statement	Mailing Information		
Customer(s) Listed on Statement:		Statement Mailing Address:	
MARK G STEINER			
SHELLY STEINER		Address Line 2:	
		City:	State;
			;AZ
		ZIP/Postal Code:	Country:



2W02-000066720635-01





Page 1 of 3 Wells Fargo Confidential

Customer Name:				Street Address:			
MARK G STEINER							
ccount Relationship:				Address Line 2:			
Primary Joint		(or)					
expayer Identification Numb	er (TIN):	Date of Birth	<u>. </u>	Address Line 3:			
· · · · · · · · · · · · · · · · · · ·						Stat	
rimary ID Type:	Primary ID	Description:		City:		:A2	
OLIC TO TO			Driver ID Enginting Date:	ZIP/Postal Code:	Country:	Time at this address:	
rimary ID St/Ctry/Prov: AZ	Primary 10) Issue Date:	Primary ID Expiration Date:	ZIP/Postal Code:	US	110 Year(s) 7	Month(s)
econdary ID Type:	Osbacae2	y ID Description:		Directional Address:			
OTHR DC	USAA			(Document when no ph	ysicəl residence, busir	ness or alternate street addre	ess.)
econdary ID State/Country:		y ID Issue Date:	Secondary ID Expiration Date:	1			
condary to state room by.	l	TO ISSUE DOLL		1			
ome Phone:		Business Pho	one:	Previous Street Address			
		1		<u> </u>			
urrent Employer:				City:		Stat	e:
CONSULTING							
heck Reporting:				ZIP/Postal Code:	Country:	Time at this address:	
					1	Year(s)	Month(s)
ORECORD Customer 2 Inform ustomer Name:				Street Address:			
SORECORD Sustomer 2 Informations Name: HELLY STEINER							
NORECORD Customer 2 Inform ustomer Name: SHELLY STEINER count Relationship:		r (or)		Street Address: Address Line 2:			
NORECORD Customer 2 Inform ustomer Name: SHELLY STEINER excount Relationship: Secondary Join	t Owne	er (or) Date of Birth	:				
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Customer 2 Informustomer Name: SHELLY STEINER Execut Relationship: Secondary Join axpayer Identification Numb	t Owne			Address Line 2:		Stat A.2	
SUSTOMER 2 Inform Ustomer Name: SHELLY STEINER EXECUTE STEINER	t Owner (TIN): Primary ID	Date of Birth	: Primary ID Expiration Date:	Address Line 2:	Country:		
Customer 2 Informustomer Name: SHELLY STEINER ECOUNT Relationship: Secondary Join expayer Identification Numb rimary ID Type: DLIC rimary ID St/Ctry/Prov:	t Owner (TIN): Primary ID	Date of Birth		Address Line 2: Address Line 3: City:	Country:	ļĀZ	
SUSTOMER 2 Informustomer Name: SHELLY STEINER execunt Relationship: SECONDARY Join expayer Identification Numb imary ID Type: DLIC imary ID St/Ctry/Prov:	t Owner (TIN): Primary ID Primary ID	Date of Birth		Address Line 2: Address Line 3: City: ZIP/Postal Code: Directional Address:	JUS	Time at this address:	Month(s)
SUSTEMBLE STEINER STEI	t Owner (TIN): Primary ID Primary ID	Date of Birth Description: Dissue Date:		Address Line 2: Address Line 3: City: ZIP/Postal Code: Directional Address:	JUS	Time at this address:	Month(s)
Customer 2 Inform ustomer Name: SHELLY STEINER ecount Relationship: Secondary Join axpayer Identification Numb rimary ID Type: DLIC rimary ID St/Ctry/Prov: AZ econdary ID Type:	t Owner (TIN): Primary ID Primary ID Secondary	Date of Birth Description: Description: Dissue Date: Dissue Date: Dissue Date:		Address Line 2: Address Line 3: City: ZIP/Postal Code: Directional Address:	JUS	Time at this address:	Month(s)
SUSTAINER 2 Inform ustomer 2 Inform ustomer Name: SHELLY STEINER ECOUNT Relationship: Secondary Join expayer Identification Numb rimary ID Type: DLIC rimary ID St/Ctry/Prov: AZ econdary ID Type: DTHR econdary ID State/Country:	t Owner (TIN): Primary ID Primary ID Secondary	Date of Birth Description: Description: Dissue Date: Dissue Date: Dissue Date:	Primary ID Expiration Date: Secondary ID Expiration Date:	Address Line 2: Address Line 3: City: ZIP/Postal Code: Directional Address:	US ysical residence, busin	Time at this address:	Month(s)
Sustomer 2 Inform ustomer Name: SHELLY STEINER count Relationship: Secondary Join axpayer Identification Numb rimary ID Type: DLIC rimary ID St/Ctry/Prov: A2 econdary ID State/Country: ome Phone:	t Owner (TIN): Primary ID Primary ID Secondary	Date of Birth Description: Dissue Date: ARD Dissue Date:	Primary ID Expiration Date: Secondary ID Expiration Date:	Address Line 2: Address Line 3: City: 7IP/Postal Code: Directional Address: (Document when no phy	US ysical residence, busin	Time at this address:	Month(s)
SUSTOMER 2 Inform ustomer Name: SHELLY STEINER count Relationship: Secondary Join expayer Identification Numb rimary ID Type: DLIC rimary ID St/Ctry/Prov: AZ econdary ID State/Country. DTHR econdary ID State/Country.	t Owner (TIN): Primary ID Primary ID Secondary	Date of Birth Description: Dissue Date: ARD Dissue Date:	Primary ID Expiration Date: Secondary ID Expiration Date:	Address Line 2: Address Line 3: City: 7IP/Postal Code: Directional Address: (Document when no phy	US ysical residence, busin	Time at this address:	Month(s)
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NORECORD Customer 2 Inform Customer Name: SHELLY STEINER Account Relationship: Secondary Join Taxpayer Identification Numb Primary ID Type: DLIC	t Owner (TIN): Primary ID Primary ID Secondary	Date of Birth Description: Dissue Date: ARD Dissue Date:	Primary ID Expiration Date: Secondary ID Expiration Date:	Address Line 2: Address Line 3: City: ZIP/Postal Code: Directional Address: (Document when no phy	US ysical residence, busin	Time at this address: 9	Month(s)



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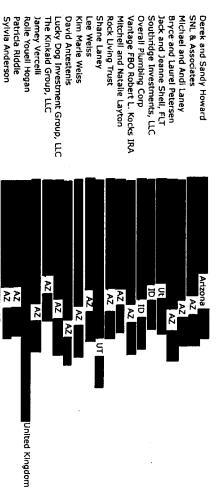
Page 2 of 3 Wells Fargo Confidential

Request for Taxpayer Identification Number and	Certification	
(Substitute Farm W-9)		
Under penalties of perjury, I certify that:		
1. The number shown on this form is my correct taxpayer identification num	ber (or I am waiting for a number to be iss	sued to me), and
2 UNLESS I HAVE CHECKED ONE OF THE BOXES BELOW, I am not subject to be subject to backup withholding as a result of a failure to report all interest to real estate transactions, mortgage interest paid, the acquisitionor aban other than interest and dividends).	ackup withholding either because I have our dividends, or the IRS has notified me the	not been notified by the Internal Revenue Service (IRS) that I am at I am no longer subject to backup withholding (does not apply
3. I am a U.S. person (including a U.S. resident alien).	bject to backup withholding	I am exempt from backup withholding
Tax Responsible Customer Name:	Taxpayar Identification N	Number (TIN):
MARK G STEINER		
TIN Certification Signature		
Mark 1051	Submit manually	Date:
MINI CO STO	Signature not required	[08/18/2010
Customer Signatures		
Everything I have stated in this application is correct. You are authorized to r	nake any inquires that you consider appro	opriate to determine if you should open the account. This may
include ordering a credit report or other report (i.e. information from any mo	tor vehicle department or other state age	ncy) on me. I have received a copy of the applicable account
agreement and privacy brochure and agree to be bound by them, including		
(Deposit Advance Service not available in all states) described		
the terms of the dispute resolution program described in the a disputes will be decided before one or more neutral persons in		
,	, , , , , , , , , , , , , , , ,	
Customer 1 Name		
MARK G STEINER		
Customer 1 Signature		
1/1: /1	C Control	
1 11/201/201	Submit manually	Date:
77 9 4	Signature not required	08/18/2010
Customer 2 Name		
SHELLY STEINER		
Customer 2 Signature		
K. a	C. b. it manually	
Dhew Steiner		
The second secon	Submit manually Signature not required	Date:



Investment

Add'i investment



Arizona ΑZ

ΣA

Sub total Raymond J Flores and/or Rebecca Flowers

R Kocks Gmelich

DHS DBP D Steiner Sue Painter

Zackarilly

Will Law

Florin Capital Solutions, LLC

Rolle Youell Hogan Henry Clay Trend

Duke Cowley Cary Steiner

Gilman Living Trust

Jamieson MacDonald / Barbara Moore

Sub total

Total

Rebecca Flowers and/or Raymond J Flores NM MIN Αz QR. United Kingdom

\$1,773,000.00

50,000.00 50,000.00 80,000.00 25,000.00 250,000.00 50,000.00 35,000.00 15,000.00

577,500.00

(Changed from Cachaca Holdings - dissolved)

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50,000.00

20,000.00 (Changed from Cachaca Holdings - dissolved)

145,000.00 35,000.00

\$ 2,350,500.00 2,495,500.00





Out of the Blue Processors LLC

PRIVATE PLACEMENT AGREEMENT





PRIVATE PLACEMENT AGREEMENT

This PRIVATE PLACEMENT AGREEMENT (the "Agreement"), dated March 25, 2008, by and between Lunsford Consulting, (the "Company") an unincorporated company, and Out Of The Blue Processors, LLC, a limited liability company, or its Assigns (hereinafter "OBP").

RECITALS

WHEREAS, the Company is in the business of acting as intermediary for various Chinese interests ("the Clients") for the purpose of identifying, documenting, and securing funding for Client controlled projects; and

WHEREAS, the Company's principal revenue derives from "Revenues" from said Clients; and

WHEREAS, the Company seeks to acquire capital for its operations in exchange for a payment of fees: and

WHEREAS, OBP has access to the subject requisite capital for the Company's operations; and

WHEREAS, OBP also facilitates the availability of financial resources consistent with the requirements of current and potential Company Clients; and

WHEREAS, OBP wishes to provide the Company with the requisite operational capital, and further, to accept an alliance position, on a case-by-case basis as opportunities arise, to facilitate funding for company clients.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein, and other good and valuable consideration, the adequacy, sufficiency and receipt of which are hereby acknowledged, the parties intending to be legally bound, hereto agree as follows:

ARTICLE I Capital Transaction

1.1. <u>Capital Terms</u>. The Company hereby offers ten percent (10%) of its Gross Revenue, less any commission or fees to be split with a third Party as the case may be from time to time, to OBP in exchange for One Million Five Hundred Thousand US Dollars (\$1,500,000) until principal is returned, then five percent (5%) in perpetuity thereafter.

If the Company requires additional capital, the Company also hereby offers an additional five percent (5%) of its Gross Revenue, less any commission or fees to be split with a third Party as the case may be from time to time, to OBP in exchange for up to Seven Hundred Fifty Thousand US Dollars (\$750,000) until principal is returned, then two and one-half percent (2.5%) in perpetuity thereafter.

If the Company requires further capital, the above provision can be exercised and repeated as necessary, provided it does not exceed a commitment of more than forty-nine percent (49%) of Revenues.

1.2. Capital Tender. Subject to the terms and conditions of this Agreement, OBP herewith will deliver to the Company One Million Five Hundred Thousand US Dollars (\$1,500,000) in exchange for ten percent (10%), followed by five percent (5%) of Revenues to OBP as described in 1.1 Capital Terms above, and

If required, OBP will deliver up to an additional Seven Hundred and Fifty Thousand US Dollars (\$750,000) to the Company in exchange for five percent (5%), followed by two and one-half percent (2.5%) of Revenues to OBP as described in 1.1 Capital Terms above, for the Company operational expenses.

ARTICLE II Successive transactional compensation

Engagement. The Company hereby engages OBP to operate at its option and discretion on a case-by-case basis, as a Consultant to facilitate funding for certain current and future Company Client requirements.

ARTICLE III Bi-Lateral Confidentiality

3.1. Confidentiality. Each party acknowledges that it may be furnished with or may otherwise receive or have access to information or material that relates to the past, present or future projects, research, technical information and data, and financial, management, and marketing plans or information, and contacts (human or corporate), (collectively the "Proprietary Information"). Each party agrees to preserve and protect the confidentiality of the Proprietary Information and all of its physical forms, whether disclosed to the other party before this Agreement is signed or afterword. In addition, a party shall not disclose or disseminate the Proprietary Information for its own benefit or for the benefit of any third Party. The previously stated obligations do not apply to any information that (1) is publicly known; (2) is given to a Party by someone else who is not obligated to maintain confidentiality; (3) or a Party had already developed prior to the day this Agreement is signed, as evidenced by documents.

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3:2. Right to Injunctive Relief. Each Party acknowledges that disclosure or distribution of Proprietary Information for use of Propriety Information contrary to the terms of this Agreement may cause irreparable harm to the Disclosing Party, for which damages at law may not be an adequate remedy, and agrees that the provisions of this Agreement prohibiting disclosure or distribution of the Proprietary Information for use contrary to the provisions hereof may be specifically enforced through injunctive relief by a court of competent jurisdiction in addition to any and all other remedies available at law or in equity.

ARTICLE IV Assignability

4.1. Assignability. The company hereby grants OBP the unfettered right to assign its rights hereinunder to any individual or entity of its choice.

ARTICLE V General Provisions

- 5.1 Governing Law. This Agreement and all disputes arising out of or relating to this Agreement, or the performance, enforcement, breach of termination hereof, and any remedies related thereto, shall be construed, governed, interpreted and applied in accordance with the laws of the state of Arizona, USA.
- 5.2 Amendment and Walver. This agreement may be amended, supplement, or otherwise modified only by means of a written instrument signed by both parties. Any waiver of any rights or failure to act in a specific instance shall relate only to such instance shall not be construed as an agreement to waive any rights or fail to act in any other instance, whether or not similar.
- 5.3 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.
- Notices. The parties are mutually obligated to keep each other informed as to their current address. All notices or other communications required or permitted hereunder shall be in writing shall be deemed duly given (a) if by personal delivery, when so delivered, (b) if transmitted by facsimile, (c) if mailed, three (3) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the intended recipient as set forth below, or (d) if sent through an overnight delivery service in circumstances to which such service guarantees next day delivery, in each instance to the last known address. Any Party may change the

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address to which notices and other communications hereunder are to be delivered by giving the other parties notice in the matter here in set forth.

5.5. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements or understandings between the Parties relating to its subject matter.

IN WITNESS WHEREOF, the Parties have executed this Private Placement Agreement as of the date first written above.

OBP:

COMPANY:

For OUT OF THE BLUE PROCESSORS, LLC

For LUNSFORD CONSULTING

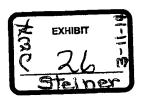
Name: Mark G Stei

Name: William B. Lunsford

February 7, 2014

I have reviewed the USAA credit card statements as requested by Mr. Womack. Because of the extended period of time covered, and relying on my memory, there may be some mistakes. However, I have made an honest attempt to be accurate.

Mark Stains





LISAA SAVINGS BANK P.O. BOX 14050 LAS VEGAS, NV 80114-4050

MARK G STEINER

USAA CREDIT CARD SERVICES 10750 MCDERMOTT FWY SAN ANTONIO, TX 78288-0570

004188465

Credit Card Account Summary Account number New Balance Minimum payment due Payment due date \$124.00 Amount enclosed STATE

484700012400012356485

111



SAVINGS BANK

VISA

Account number Credit limit Available credit

\$15,000.00 \$2,814.00

4847

Questions? Ctill Customer Service. Lost or Stolen cards?

(800) 531-8722 (866) 550-6678

Or write us at: P.O. BOX 65620, SAN ANTONIO, TX 78265-5929

alt payment to: USAA CREDIT CARD SERVICES 10750 MCDERMOTT PWY SAN ANTONIO, TX 78288-0570

11/05/09 Statement closing date \$0.00 Previous balance 0.00 Payments Purchases and Debits 12,256.48 0.00 TOTAL FINANCE CHARGES \$12,356.48 New balance \$124.00 Minimum payment due Payment due date 11/30/09

TO AVOID ADDITIONAL PINANCE CHARGES ON PURCHASES, PAY YOUR ENTIRE NEW BALANCE, EVEN IF YOU SUPECT TO RECEIVE A CREDIT, BY THE DUE DATE SHOWN ABOVE. MAILED PAYMENTS RECEIVED AFTER 200 P.M. CENTRAL TIME WILL BE CREDITED THE NEXT BUSINESS DAY.

Visit us at www.usaa.com

Trans	action	\$			
Trans	Post	Card	Reference Hombur	Description	Amount
10/06	10/08	٧	24717058RGYRXHW57	V #DELTA AIR 0067709921052 ROSEMEAD CA	1,327.00
			10/07/09	LUNSPORDAMILLIA	
			1 DL U	LOS ANGELES NEW YORK	
			2 DL U	NEW YORK ABUJA	
			3 DL U	ABUJA NEW YORK	
			4 DL U	NEW YORK LOS ANGELES	
10/08	10/06	V	24717056RGYRXTEYEV	#DELTA AIR 0067709821051 ROSEMEAD CA	1,282.00
			10/07/09	STEINERMARK GL	
			1 DL U	PHOENIX NEW YORK	
			2 DL U	NEW YORK ABUJA	
			3 DL Ü	ABUJA NEW YORK	
			4 DL U	NEW YORK PHOENIX	
10/15	10/15	v	74243679100002WDCAV	#NIRMSCO PROPERTIES ABUJA NG	6,194,85
				FOREIGN TRAN CHG \$51.43	
				9290 780000.00 586 0.000594128	
10/15	10/15		74243679100002WXHV		793.91
				FOREIGN TRAN CHG \$7.86	
				9290 119205.00 568 0.008594102	
10/15	10/16	V	2418407825LWSJF18V	#BRASSERIE 00217915 NEW YORK NY	50,00<
TOMB	10/16	v	242318B92FL3VL(F8H)		538.93

Notice: See reverse side for Important Information.

CCCA DEEL AND 7 4 191115

Pege 1 of 4

1946 7000 HOSZ DIANSSSO

ACC001813 FILE #8302

MARK G STEINER SHELLY STEINER

11000

94-6712 1224 ا \$ ل

Pay to the Order of ...



Account Summ	nary
Statement closing date	02/04/1
Account Number	1847
Payment due date	03/02/11

rans Date	Post Date	Card	Reference Number	Transactions (continued) Description	Amount
	-	,		Transactions (continued)	
01/29	01/29	٧	#24425190ZFV3R2AN3V	UFE TIME CAFE \$1850.54 PHOENIX AZ	\$5,19
01/29	01/29	Υ	#24493980X8B0A7J1AV	THE GOOD EGIG-HAYDEN PEAK SCOTTSDALE AZ	\$28.00
01/29	01/29	٧	#24493990TY8A,JACJG5KV	BARRO'S PIZZA SCOTTSDALE AZ	\$32,80
01/30	01/30	٧	#24610450Z2326Z2YJV	CHEESEOAKE NO SCOTTSDALE SCOTTSDALE AZ	\$16.40
01/81	01/31	¥	#24164070ZBMETGBYEV	SPORT CHALET 00000820 SCOTTSDALE AZ	\$7.62
01/31	01/91	Y	#243160510FYNY0GDZY	SHELL OIL 57441389004 SCOTTEDALE AZ	\$5,00
01/81	01/31	٧	#24610431009F5GMQLV	THE HOME DEPOT 472 SCOTTSDALE AZ	\$42.72
10/20	02/01	٧	#2422443112ZY3XDM4Y	CHIPOTLE 0444 SCOTTSDALE AZ	\$18,35
02/01	02/01	٧	#24254771180FA506VV	GORE & SVANS DENTISTRY SCOTTSDALE AZ	\$2,519.00
02:01	02/01	V	#243220111GR7NDJLQV	BRIGHAM YOUNG UNIV WEB 111-111-1111 UT	\$35,00
02/01	02/01	¥	#243230311G53KTK33V	WARRIOR CUSTOM GOLF 949-689-2498 CA	\$438.95
02/01	02/01	٧	#2454129113C)20PXWCIV	HOLLYWOOD TANS SCOTTSDALE AZ	\$43.99
02/01	02/01	٧	#2434129113Q20PXYPV	HOLLYWOOD TANS SCOTTSDALE AZ	\$49,49
02/01	02/01	Y	#24999001DWXC9DFYXCRV	OT 497 05004973 PHOENIX AZ	\$50,00
02/01	02/01	٧	#244261911FV9SXYDPV	LIFE TIME CAFE #1550;54 PHOENIX AZ	\$5.19
02/01	02/01	V	#245921610009ALKFRV	LTF*LIFE TIME MO DUES 888-490-5432 MN	\$140,90
02/01	02/01	V	#246921610009LKJ7XV	APL*TTUNES 866-712-7759 CA	\$5.39
02/02	02/02	A	#244251312FV3VWFDMV	LIFE TIME CAFE #1550/64 PHOENIX AZ	\$10.38
02/02	02/02	٧	#24692161100D7Q0KKV	SPRINT WIRELESS 800-639-6111 VA	\$379,82
02/03	02/03	٧	#243617812TPHJPGESV	THELADDERS.COM 856-9371005 NY	\$120,00-
02/03	02/03	٧	#24610431203RRK7ZTV	MARRIOTT 337X2 JW DESERT PHOENIX AZ	\$213.75
02/03	02/03	٧	#24610431203RRK84FV	MARRIOTT 337X2 JW DESERT PHOENIX AZ	\$575,00
				TOTAL TRANSACTIONS FOR THIS PERIOD	\$7,537.57
				Fees	
				TOTAL FEES FOR THIS PERIOD	\$0.08
				Interest Charged	
			- ;	INTEREST CHARGED ON PURCHASES	\$0.00
				INTEREST CHARGED ON CASH ADVANCES	\$0.00
				INTEREST CHARGED ON BALANCE TRANSFERS	\$0.00
				TOTAL INTEREST FOR THIS PERIOD	DO.0\$

2011 Totals Year-to-Date	
Total fees charged in 2011	\$33.23
Total interest charged in 2011	\$0,00

Important Messages

Į	interest Charge Ca	elculation .		
Ì	Your Annual Percentage Rale (APR) is the annual interest rate on your account.			
1		Annual Percentage	Balance Subject to	
ı	Type of Balance	Rate (APR)	Interest Rate*	Interest Charge
1	Reguler Purchases (v)	8,90%	\$0.00	\$0.00
J	Recular Cash Advances (v)	8-9086	\$0.00	\$0.00

The APR for a balance type followed by a (V) is a variable rate.

Paying interest and Your Grace Period: We will not charge you any further interest on your Purchase Balance on this Statement If you pay your entire New Balance by your Payment Dus Date of 03/02/11.

*Balance Computation Method: Average Daily Balance (Including New Purchases). For more information about hew we calculate the Balance Subject to Interest Rate and how resulting interest was determined, call (800) 591-8722.

Additional Disclosures

If your name appears on this statement, our records show that this is your account and that you are liable for paying the New Balance.

information reported to credit bureaus. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

NOTE: When you pay by check, you authorize us to use information from your check to make a one-time electronic funds transfer from your checking account. Funds may be withdrawn from your account as early as the day we receive your payment and you will not receive your check back from your bank.

What to Do If You Think You Find A Mistake on Your Statement'
If you think there is an error on your bill, write to us at:
USAA Credit Card Services,
P.O, Box 95020,
San Antonio, TX 78266-8820.

ACC001857 FILE #8302 Payment Conditions. Payments must be made in U.S. dollars and drawn on tunds on deposit at financial institutions insured by the F.D.I.C. Do not mail cash. Payments received by us by 5 pm central time will be gradited as of the same day if the payment is in U.S. dollars and made:

By check or money order drawn on a financial institution located in the U.S. or the post office, accompanied only with this payment coupon or your account number, and either mailed to our payment editrees on the front or delivered in person to us (do not mail cash);

Electronically on usess.com or through a third-party bill paying service; or

Telephonically by selling 1-800-531-8722. Payments if six we accept that do not meet the above requirements will be predited within 5 days. We receive the right to withhold credit availability until we confirm receipt of good funds.

Account Settlements. You cannot settle your account belance without our written agreement. If you want to settle your account for less than the New Belance (for example if you deptde the amount you owe or you cannot afford to pay what you owe), you must write to us at USAA Credit Card Resolution Services, P.O. Box.84894, San Antonio, TX 78266 and we must egree in writing. Otherwise, we may process your payment and it will not release you from paying the remaining unpelld behaves or result in an accord and satisfaction.

				Transactions		
Trans Date	Post Date	Carr	1 Reference Number	Description	Amount	
ł				Payments and Credits		
01/06	01/09	V	\$744460007HE1QAD449V	NORDSTROM-RACK #0379 SOOTTSDALE CREDIT	\$169,55-	
01/27	01/27	٧	#74692150V008XNZXKV	PAYPAL ANDYWAND1 402-835- CREDIT	\$88.50-	
1				TOTAL PAYMENTS AND CREDITS FOR THIS PERIOD	\$268.05-	
				Transactions		
01/07	D1/08	V	#2404503080C20KXTSV	CHEVRON 00208389 SCOTTSDALE AZ	\$62.99	
01/07	01/08	V	\$242901008055XHGAJV	7-ELEVEN \$3\$53 ORLANDO FL	\$2.00	
01/05	01/06	v	#243180309FYNHM5GLV	SHELL OIL 57442174306 SOOTTSDALE AZ	\$75.00	ł
01/08	01/08	v	#2454129083QWASZRLV	ARIZONA SNOWBOWL FLAGSTAFF AZ	\$268.00	
01/08	01/08	Ý	\$243517806LPDY8XAVV	ACM*VENACURA 866-9229790 NJ	S49.95 LA	
01/06	01/08	v	#244273300UMZWVV5TV	VARSITY GASSER FLAGSTAFF AZ	\$39.25	
01/08	01/08	Ý	#247619706803V3Y3SV	SKY HARBOR AIRPORT TO PHOENIX AZ	\$25.00	
01/09	01/09	V	#24164070A2LF(7SCL)SV	TARGET 00006365 SCOTTSDALE AZ	\$32.67	
01/10	01/10	V	#24224430B2YZW37AZV	SEAGULL BOOK 0410 MESA AZ	\$18.08	~
01/10	01/10	٧	#24323010AGNMOXP4PV	LDS MESA CENTER #880 MESA AZ	\$52.30	4
01/10	01/10	٧	#24427990BLM7X6BGAV	PARADISE BAKERY & CAFE SCOTTSDALE AZ	\$16.48	
01/12	01/12	¥	#243990000WWY9FAL4V	QT 497 05004973 PHOENIX AZ	\$59.06	
01/12	01/12	٧	#244279900LM7WG#SRV	PARADISE BAKERY & CAFE PHOENIX AZ	\$9.95	,
01/12	01/12	¥	#24692160Q00KQ07PTV	APL*TTUNES 856-712-7753 CA	\$3.21	
01/13	01/13	٧	#24231680E662LYB29V	ACNING.COM 704-260-5226 NC	\$29.99	
01/13	01/13	٧	#24717050D488FAQTTY	DANNYS FAMILY CAR WASH 41 SOOTTSDALE AZ	\$68.72	
01/14	01/14	٧	#24013990F06DLSLH1V	ZOLTONS SALON & DAY SPA SCOTTSDALE AZ	\$35,00	
01/14	01/14	٧	#24425130FESPSEXFNV	TOMMY BAHAMA CAFE SOT SCOTTSDALE AZ	\$70,00	
01/14	01/14	٧	#24717050F4BSVT6LHV	RED ROBIN NO 122 PHOENIX AZ	\$15.00	
01/17	01/17	٧	#24425130JGVS2LORMV	ISLANDS REST #035 PHOENIX AZ	\$56.00	_
01/17	01/17	٧	#24492150HRPDJ0Y46V	PAYPAL 402-935-7733 CA	\$83.00	Q
01/17	01/17	٧	#24692160H00DH96R5V	APL*ITUNES 986-712-7759 CA	\$4.28	
01/18	91/18	٧	#24224430L2Y3BAFZDV	FIVE GUYS-AZ # 059 SCOTTSDALE AZ	\$11.09	
01/18	01/18	٧	#94231680K6SQSWAPOV	ACN DIGITAL PHONE 888-414-1958 NC	\$38.28 A	1
01/18	01/18	٧	#24399000JW/X089ZX35V	QT 487 05004978 PHOENIX AZ	\$63.00	
01/18	01/18	٧	#24492800JSDWMMARFV	MARRAZZO'S THAT'S AMORE SCOTTSDALE AZ	\$13.00	
01/18	01/18	٧	#24639230JS66L72NXV	NOTHING BUNDT CAKES - SCO SCOTTSDALE AZ	\$10.15	
01/19	01/19	٧	\$24019390L05LEX0KAV	JALAPENOS MEXICAN CAFE SCOTTSDALE AZ	\$14.79	
01/21	01/21	γ	#24341290N7A6M2Q21V	PEI WEI #0007 Q02 SCOTTSDALE AZ	\$31.16	
01/21	01/21	¥	#24599000MWX17QFLJKV	CIT 497, 05004979 PHOENIX, AZ	\$45.75	
01/21	01/21	٧	#2499000NWX1DLLG9V	QT 497 05004973 PHOENIX AZ	\$52.50	
.01/21	01/21	٧	#24445730NHEWG7175V	MACY'S EAST #451 PHOENIX AZ	\$232.58	
01/21	01/21	٧	#24625120NBY0QG330V	CHEVRON 00952103 SCOTTSDALE AZ	\$17.99	
01/21	01/21	٧	#24869480P7LAHVA2AV	KRISPY KREME 8090 SCOTTSDALE AZ	\$28.28	
01/22	01/22	¥	#84071050P4KA4W457V	JIMMY JOHNS -1554 SCOTTEDALE AZ	\$14.69	
01/22	01/22	γ	#24164070PV3DWM6ASV	AMC DESERT RID04001905 Phoenix AZ	\$20,00	Λ
01/22	01/22	y	#24425130PG8X2AHY8V	CANTINA LAREDO #186 SCOTTSDALE AZ	\$43.00	R
01/22	01/22	У	#24717030N4N/7222N8V	DANNYS FAMILY CAR WASH 32 SCOTTEDALE AZ	\$30.70	
01/23	01/23	٧	#24316060PFYNHM7FJV	SHELL OIL 57442174306 SCOTTSDALE AZ	\$3.95	
01/23	01/28	У	#24499680FRAJARNLAV	BARRO'S PIZZA SCOTTSDALE AZ	\$23.91	
01/23	01/23	٧	#24692180R00PP9V7GV	BLOCKBUSTER INCOM124 SCOTTSDALE AZ - ACC001856	\$3.28	
01/24	01/24	V	#24122580TWGNMAAF2V	SUMMIT CLEANERS SCOTT ISDALE AZ	\$30.90	
01/24	01/24	y	#24412900RLC@PASKJV	PROTEGE SPORTS 480-473-5898 AZ FILE #8302	\$160.00	
01/24	01/24	٧	#2439000RWX26VPPKV	QT 497 05004973 PHOENIX AZ	\$54.00	
01/25	01/25	¥	#24013390S05W3MPWZY	JALAPENOS MEXICAN CAFE SCOTTSDALE AZ	\$52.40	
01/25	01/25	٧	#24055230T8AP55FXXV	COMBS AUTO REPAIR SCOTTSDALE AZ	\$448.28	



Account Summ	aary
Statement closing date	01/07/11
Account Number	4847
Payment due date	02/02/11

				Transactions (continued)	
rans Date	Post Date	Cur	Reference hisrober	Description	Amount
				Transactions (continued)	
12/20	12/20	V	#3434129PK7A2XVLPRV	LOUIS VUITTON #38 SCOTTSDALE AZ	\$1,525.30
12/20	12/20	V	#2439900PXGZWJGYTVV	CAPITAL GRILLED0080242 SCOTTSDALE AZ	\$160.00
12/20	12/20	¥	#2475197PICSPH80JTVV	CIRCLE K 05915 OA7 SCOTTSDALE AZ	\$67.00
12/21	12/21	У	#2416407PKBMETA509V	SPORT CHALET 000000820 SCOTTSDALE AZ	\$517.40
12/21	12/21	٧	#2421073Pl_606V0ZDAV	LEARNING EXPRESS #184 PHOENIX AZ	354,54
12/21	12/21	٧	#2460216PL00R9J177V	APPLE STORE #R292 SCOTTSDALE AZ	\$141,42
12/22	12/22	Y	#2416407PMBMETEPVQV	SPORT CHALET 00000620 SCOTTSDALE AZ	\$196 ,10
12/22	12/22	¥	#2444600PLGTSJ6KJVV	FRYS-FOOD-DRG #0673 SCOTTSDALE AZ	\$129.98
12/22	12/22	Y	#2449096PM8B04TXH9V	BARRO'S PIZZA SCOTTSDALE AZ	\$69,67
12/22	12/22	٧	WZ476197PMBCNVJ4PZV	WEKOPA GOLF CLUB FT. MCDOWELL AZ	\$28,50
12/23	12/23	¥	#2468216PMOOVVRBYBV	Amezon.com AMZN.COM/BILL WA	\$200.98
12/23	12/23	Y	#2469216PM00Y/25V1SV	SPRINT*WIRELESS 800-639-6111 VA	\$792.21
12/23	12/23	V	#2471705PM4R81JEEKV	DANNYS FAMILY CAR WASH 41 SCOTTSDALE AZ	\$121,52
12/23	12/23	y	#2471705PM7MF4X1PVV	SUMMIT CLEANERS SCOTTSDALE AZ	\$20,87
12/24	12/24	V	#2407280PP&ASBG1Z8V	BRIO SCOTTSDALE SCOTTSDALE AZ	\$155.00
12/24	12/24	V	#2489216PN009DFYRAV	PPL*P90X 886-370-8219 CA	\$155.46_
12/25	12/25	y	#2416407PT2W6E65T4V	SPORTS AUTHORICOCOSCIA PHOENIX AZ	\$107.10
12/25	12/26	٧	#2416407PT37PD7XPTV	LOVE S COUNTRY00002725 KINGMAN AZ	\$64.75
12/28	12/28	Y	#2401961PVAJ748QYDV	SUN WEST BOWLING CENTER SAINT GEORGE UT	\$78.00
12/28	12/28	y	#2404503PV000LSZ7XV	TEXACO 00305832.8CIPIO UT	\$37.75
12/28	12/28	¥	#2442733PYLMBGTKWIY	FRESH MKT PARK CITY PARK CITY UT	\$109.52
12/28	12/28	y	#2444500PYHZVDGIOFBV	IN-N-OUT BURGER #215 WASHINGTON UT	\$34,18
12/20	12/29	¥	#2446COSPWWQNQSSEEV	MAIN STREET PIZZA & NOODL PARK CITY UT	\$141,94
12/29	12/29	V	#2446008PWWGN988EFV	MAIN STREET PIZZA & NOODL PARK GITY UT	329,15
12/29	12/29	٧	#2480216PVOOXONF8SV	APL*17UNES 868-712-7753 CA	\$4.28
12/29	12/29	٧	#2471705P\\\3K46A663V	ALOHA SKI AND BOARD RENT PARK CITY, UT	\$628.29
12/29	12/29	V	#2471705PW3K4SNUTTY	GORGOZA PARIK PARIK CITY LIT	\$132.00
12/30	12/90	¥	#2406622PX#SH1NTS3V	DV SEAFOOD BUFFET PARK CITY UT	\$153.00
12/30 12/31	12/30	¥	#2471705PX3K54QRAYY	POMR RESORT SERVICES PARK CITY UT	\$490.00
	12/31	¥	#244939801PH0PGQ35V	AZ MOTOR VEHICLE DIV WEB 856-436-9593 AZ	\$365,00
12/31 12/31	12/31	¥	#244939801PH5VSBA1V	AZ MOTOR VEHIOLE DIV WEB 865-456-9553 AZ	\$179.84
12/31	19/31	Ä	#245599002BPXNLP43Y	MIKE HALE CHEVROLETING PARK CITY UT	\$123.17
12/31	12/91	٧	#84610490109RDVV8KV	POLO / RALPH LAUREN #082 PARK CITY UT	\$137.15
12691 01/01	12/91 01/01	Ā	#2478501018ABEVQ85V	SZECHEWAN CHINESE KITC PARK CITY UT	\$119.90
01/01	01/01 01/01	¥	#2416407028\$JNZBEFV	PILOT 00003418 N LAS VEGAS NV	\$75.00
01/01 01/01	01/01 01/01	Y	##4341290230135WERV	HOLLYWOOD TANS SCOTTSDALE AZ	\$43.99
01/01	01/01	Y	#2454129023C195WGTV	HOLLYWOOD TANS SCOTTSDALE AZ	\$49.49
01/01	01/01	V	#244278302LM75B8YHV	EAST BAY CREST PROVO UT	354 .75
01/01	D1/O1	Y	#24692160100JDLCKFV	LTP-UFE TIME MO DUES 886-430-6432 MN	\$139.90
01/02	01/02	Ÿ	#247170502JL23EGERV	BAJIO MEXICAN GRILL 00029 PROVO UT	\$28.51
01/02	01/02	ÿ	#24018990204Y8X4P5V	ICEBERG DRIVE INN SAINT GEORGE UT	\$26.91~
01/02	01/02	v	#244251303ER5STEDQV #2449998058804TK62V	LESLIE'S POOLMART SCOTTSDALE AZ	\$26.65
01/02	01/02	ÿ	#247170502M7WGBLWKV	BARRO'S PIZZA SCOTTSDALE AZ	\$49.01
01/02	01/02	Y.	#24/170502M7WGBLWKY #241840703Q5QFJNHHV	DANNYS FAMILY CAR WASH 41 SCOTTSDALE AZ	\$140.37
21/03	01/03	¥	#24399000#WWYLR1DVV	USPS 03786306333826676 SCOTTSDALE AZ	\$10.95
71/03	01/03	ÿ	#244273304LM8F055DV	QT 497 05004979 PHOENIX AZ	\$58.00
21/04	01/04	Ý	#244450005HB6TOMN2V	PGA TOUR SUPERSTORE to SCOTTSDALE AZ	\$239.87
1/04	01/04	v		DISCOUNT-TIRE-CO AZP-29 SCOTTSDALE AZ	\$989.13
1/04	01/04		#24610430403T22LPFV #24610430403T22MWBV	MARRIOTT 337/2 JW DESERT PHOENIX AZ	\$575.00
11/04	01/04		#24632690504R6PA6WV	MARRIOTT 99702 JW DESERT PHOENIX AZ	\$102.61
1/05	01/05		#24892690805VACKTDSV	ARIZONA DANCE ARTISTRY NEO2-6284406 AZ	\$35.00
1/05	01/05		#248921605008E5KY4V	ARIZONA DANCE ARTISTRY INSC2-6284408 AZ	\$385,00 r
1/06	01/05		#24781970680V5VBP3V	APL*ITUNES 866-712-7753 CA	\$4.19
1/06	01/06		#24055230788B35DWVV	WEKOPA GOLF CLUB FT MC DOWELL AZ	\$92.66
1/06	01/06		#247170507TAASKRIDGV	WILDFLOWER BREAD OF SCOTTSDALE AZ	\$19.70
	- 17,00	•	01/07/11	DELTA AIR 0082340425587 LOS ANGELES CA	\$640.83
				STEINERALARK	(
			1 DLQ 2 DLQ	PHOENIX ATLANTA	ACC004954
			3 DL Q	ATLANTA ORLANDO	ACC001854
				ORLANDO DETROIT	FILE #8302
1/07	01/07		4 DL,Q	DETROIT PHOENIX	
	* 0.04			REBATE	\$970,47-
				TOTAL TRANSACTIONS FOR THIS PERIOD	\$26,518.20
2/19	1200			Fees	
218 218	12/18		7424907PH00073XYD	FOREIGN TRANCHIG.	\$0.50
2/18 2/18	12/18		7424967PH0007SY7Y	FOREIGN TRAN CHG	\$32.96
. 10	12/18		7424967FH00079Y8G	FOREIGN TRAN CHG	\$0.57
				TOTAL FFFR FOR THIS PFRICIO	\$33,72

ACC004801 FILE #8302

- Payment Conditions. Payments must be made in U.S. dollars and drawn on funds on deposit at financial institutions insured by the F.D.I.C. Do not mail cash. Payments received by us by 5 pm central time will be credited as of the same day if the payment is in U.S. dollars and made:

 By check or money order drawn on a financial institution located in the U.S. or the post office, accompanied only with this payment coupen or your account number, and either mailed to our payment address on the front or delivered in person to us (do not mail cash);

 Bectronically on uses com or through a third-party bill paying service; or
- Telephonically by calling 1-800-531-8722.
 - Payments that we except that do not meet the above requirements will be credited within 5 days. We reserve the right to withhold credit availability until we confirm receipt of good funds.

Account Settlements. You cannot estile your account belence without our written agreement. If you want to settle your account for less than the New Balance (for example if you dispute the articularly you owe or you cannot efford to pay what you owe), you must write to us at USAA Credit Card Resolution Services, P.O. Box 34894, San Antonio, TX 78255 and we must agree in writing. Otherwise, we may process your payment and it will not release you from paying the remaining unpeld belance or result in an accord and satisfaction.

ins Date					
	Post Date	Care	Reference Number	Description	Arnount
				Payments and Credits	• 1,
12/07	12/09	V	#7444500PBGSINGEQTDV	NORDSTROM-RACK #0379 SCOTTSDALE CREDIT	\$4,89-
12/09	12/10	У	#7443665P6BM0XH22PJV	HEM #176 SOOTTSDALE QUAR SOOTTSDA CREDIT	\$30,29
12/09	12/12	٧	#7469216P8009KGSARV	APPLE STORE #R292 SOOTTSDALE AZ CREDIT	\$249.50
12/15	12/15	٧	#742708@PD00XTPTGDV	USAA, COM PAYMENT-THANKS SAN ANTONIO TX	\$11,000,00-
12/31	01/05	٧	#7471706043T2V8JX1V	ALOHA SKI AND BOARD RENT PARK CIT CREDIT	\$383,42
01/06	01/07	٧	#7418407052LRQ8MLOV	TARGET 00011411 PHOENIX A GREDIT	\$20.58
01/07	01/07	٧	#74270820700XSBW6LV	USAA COM PAYMENT-THANKS SAN ANTONIO TX	\$13,821,31-
				TOTAL PAYMENTS AND CREDITS FOR THIS PERIOD	\$26,506,89
				Transactions	
12/08	12/09	٧	#2449185P8WGNHV3T7V	CHEF DEPOT LLC \$30-739-5200 IL	\$579,95
12/09	12/09	V	#2416407P72LH7TXDZV	TARGET 00008985 SCOTTSDALE AZ	\$164.19
12/09	12/09	У	#2443565P8BMDGH24RXXV	H&M #176 SCOTTSDALE QUAR SCOTTSDALE AZ	\$65,21
12/07	12/09	٧	#2444500P8GSN9EQNZV	NORDSTROM-RACK #0979 SCOTTSDALE AZ	\$218.86
12/09	12/09	٧	#2449396P7021DSQZMV	ATTM*266004277895MTZ 800-391-0500 GA	\$395.93
12/00	12/09	٧	#2449398P8WKE9NBV1V	ATET SM15 5465 SCOTTSDALE AZ	\$867.24
12/08	12/09	٧	#2449398P88AGZ98ZI_V	MACK DRUCKER & WATSON 6027789800 AZ	\$250,00
12/07	12/09	٧	#2461049P6231YQETWV	CHEESECAKE NO SCOTTSDALE SCOTTSDALE AZ	\$21,00
12/07	12/09	٧	#2469216PGOOLH&VMMY	APPLE STORE #R292 SCOTTSDALE AZ	\$45,00
12/07	12/09	٧	#2469216P600LH8VMXV	APPLE STORE #R292 SCOTTSDALE AZ	\$249.50
12/10	12/10	Ý	#2416407P8BMERH7POV	SPORT CHALET 00000820 SCOTTSDALE AZ	\$95.32
12/10	12/10	V	#2444500P9G7E1R3VDV	KOHLS #0815 PHOENIX: AZ	\$29.71
12/10	12/10	Ÿ	#2444500P9G7E1RSY1V	GAMESTOP #2760 SOOTTSDALE AZ	\$272.34
12/10	12/10	Ý	#2444500P9G807T9AVV	NARSHALLS #624 PHOENTX AZ	\$114.88
12/10	12/10	ý	#2445501P843ANGFHFV	WAL-MART #2786 SOOTTSDALE AZ	\$41.40
12/10	12/10	Ÿ	#2449215P9RP1HHF9VV	PAYPAL*PUNKINPIE 402-605-77:35 CA	\$30.45
12/10	12/10	Ÿ	#2469216P8004PJMBHV	PAYPAL *ANDYWAND1 402-935-7733 CA	\$30,45
12/11	12/11	v	#2401339P9042HHJ48V	JALAPENOS MEXIGAN CAFE SCOTTSDALE AZ	\$72.00
12/11	12/11	v	#2418407PABMEPY36RV	SPORT CHALET 00000820 SCOTTSDALE AZ	\$387.40
12/11	12/11	v	#2418407PABMETSTOTY	SPORT CHALET 00000620 SCOTTSDALE AZ	
12/11	12/11	v	#2429638P9AFE0AZDAV	WM SUPERCENTER SCOTTSDALE AZ	\$130.69
12/11	12/11	v	#2471705PAGZQHLWLTV		\$115.20
	16.1	•	12/14/10	DELTA AIR 0067941927891 ROSEMEAD CA STEINER/MARK GL	\$3,625,50
			1 DL M	PHOENIX ATLANTA	
			ZDLM	ATLANTA ABILIA	
			3 KL M	ABUJA AMSTERDAM	
			4 KJ. M	AMSTERDAM MINNEAPOLIS	1
12/11	12/11	٧	#2471705PAGZQHPSYKV	DELTA AIR 006/94192/833 ROSEMEAD CA	\$3,207.50
		•	12/14/10	LUNSFORD/WILLIA	+3,EU7,3U
			1 DLM	PORT WORTH ATLANTA	4.555645
			2 DL M	ATLANTA ABLUA	ACC0018
			3 DL H	ABUJA AMSTERDAM	FILE #830
			4 DLH	AMSTERDAM FORT WORTH	
12/11	12/11	٧	#2471705P951H9ANSRV	SUMMIT GLEANERS SCOTTSDALE AZ	
2712	12/12	¥	#2418407PB3R4FZJLRV	MACARONI GRILLO0000422 SCOTTSDALE AZ	\$37.85
12/12	12/12	v	#2466182PBQ1MRRFQEY		\$92.00
12/13	12/13	V		ARCO AMPM SCOTTSDALE SCOTTSDALE AZ	\$81,00
12/13	12/13	V	#2422449PC12ZY7YBCRV	ALPINE BOARDSPORTS PHOENIX AZ	\$454.89
12/13	12/13	v	#2471708PB4EXWM1K4V	DANNYS FAMILY CAR WASH 41 SCOTTSDALE AZ	\$34.34
12/13 12/14	12/13	V	#2471705PB4R7YV6MEV	SUMMIT OLEANERS SCOTTSDALE AZ	\$24.51
12/14 12/14		V	#2423158PD58VNRPONV	ACNINO.COM 704-280-9226 NC	\$29.99-
	12/14	v	#2469414PQ1034P4YSKV	THE HOUSE ACTIVE SPORT 800-9927245 MIN	\$163.90



Account Sum	пагу
Statement closing date	12/08/10
Account Number	4847
Paymont due date	01/02/11

Bet-	Bood Boto	~	Reference Number	Transactions (continued)	Amount
rents Darce		Cere	Consisting Maintain	Transactions (continued)	A INVENT
11/24	11/24		#2442783NTLM7XS148V	EXPRESS STOP 406 KINGMAN AZ	\$31,75
11/24	11/24	v	#2469216NR00LFR57HV	APL*TUNES SS6-712-7758 CA	\$1.07
11/26	11/26	v	#2415407NVBNFBLN6QV	VONS Store00023952 LAS VEGAS NV	\$40.24
11/27	11/27	v		RR RERTASPA BOWLING CENTR LAS VEGAS NV	\$154,00
11/28	11/26	Ý	#24STECSNXFYMM1JSQV	SHELL OIL 574277298305 LAS VEGAS NV	\$74.98
11/26	11/28	Ÿ	#2469216NW00DBNB6NV	APL*TUNES 868-712-7753 CA	\$1.07
11/29	11/29	v	#2461043NXOSRNFVHEV	MARRIOTT JW LAS VEGAS LAS VEGAS NV	\$481.44
11/90	11/30	Ÿ		E & B VISA SERVICES 202-906-8394 MD	\$776.88
11/36	11/30	Ý		ARIZONA DANCE ARTISTRY IN602-5264406 AZ	\$16.40
12/01	12/01	Ÿ	#8494129P08QB1NRBXV	HOLLYWOOD TANS SCOTTSDALE AZ	\$49,49
12/01	12/01	Ÿ	#2454129P03QB1NR9WV	HOLLYWOOD TANS SCOTTSDALE AZ	\$43.99
12/01	12/01	Ÿ	#2445501P048AK8X4EV	WAL-MART #2758 SCOTTSDALE AZ	\$10.17
12/01	12/01	ý	#2463289PORTSR3N4GV	ARIZONA DANCE ARTISTRY IN602-6284406 AZ	\$7,10
1201	12/01	v	#2469216NZDO4KTL5HV	LTF LIFE TIME MO DUES 868-490-6432 MN	\$139.90
12/02	12/02	v	#2416407P0Q5EZW02FV	USPS 03756306333828878 SCOTTSDALE AZ	\$18.50
12/02	1202	v	#2435178PODGGDSY/2V	ACM*VENACURAS569229790 868-9229790 NJ	\$7.95
12/02	12/02	Ÿ		CIT 497 05004978 PHOENIX AZ	\$55,50
12/02	1202	ý	#2461043P003TGE.IAWV	MARRIOTT 387X2 JW DESERT PHOENIX AZ	\$814,94
12/02	12/02	Ý	#246104SP00STGEJKWV	MARPIOTT SSTXZ JW DESERT PHOENIX AZ	\$575.00
12/02	12/02	Y	#24/1706P07W8S8GLQV	SUMMIT CLEANERS SCOTTSDALE AZ	\$18.00
12/02	12/02	٧	#2490604P015E1TR2QV	PT HILTON LOOKOUT GOLF PHOENIX AZ	\$59.57
12/03	12/03	Ý	#2422538P2AG528WYTV	WIM SUPERCENTER SCOTTSDALE AZ	\$10.90
12/03	12/03	٧	#2461049P3291ZATR9V	CHEESECAKE NO SCOTTSDALE SCOTTSDALE, AZ	\$168.93
12/04	12/04	٧	VMLXBXECESCOSS	CASTLE MEGASTORE #2 PHOENIX AZ	\$41.52
12/04	1204	٧	#2498894P3KGA02E9ZV	FEZ PHOENIX AZ	\$40.00
12/04	12/04	٧	#2444500P3FZXPY3RRV	WALGREENS #9534 SCOTTSDALE AZ	\$23.90
12/04	12/04	٧	#8449398P38B94ZNFXV	BARRO'S PIZZA SCOTTSDALE AZ	\$34,58
12/07	12/07	٧	#2439900P5W/XGQ9EYFV	QT 497 0500497\$ PHOENIX AZ	\$63,50
12/07	12/07	V	#2443565P68MXGA0SPV	HAM #176 SCOTTSDALE QUAR SCOTTSDALE AZ	\$51,97
				TOTAL TRANSACTIONS FOR THIS PERIOD	\$7,075,71
		,		Fees	
				TOTAL PEES FOR THIS PERIOD	\$0.00
				Interest Charged	
				INTEREST CHARGED ON PURCHASES	\$0.00
				INTEREST CHARGED ON CASH ADVANCES	\$0.00
				INTEREST CHARGED ON BALANCE TRANSFERS	\$0,00
				TOTAL INTEREST FOR THIS PERIOD	00.0\$

2010 Totals Year-to-Date	
Total fees charged in 2010	\$123.91
Total interest charged in 2010	\$687.51

Important Messages

Interest Charge Calculation Your Annual Percentage Rate (APR) is the annual interest rate on your account. Balance Subject to Interest Rate * Type of Balance Regular Purchases (v) Rate (APR) Interest Charge 6.90% \$0,00 Regular Cash Advances (v) 8,90% \$0,00 \$0.00 The APR for a balance type followed by a (v) is a variable tabe. Paying Interest and Your Grace Period: We will not charge you any turther interest on your Purchase Balance on this Statement if you pay your entire New Balance by your Payment Due Date of 01/02/11. *Belance Computation Method: Average Daily Belance (including New Purchases). For more information about how we calculate the Balance Subject to Interest Rate and how resulting interest was determined, call (800) 531-8722.

Additional Disclosures

Additional Disclosures continue on next page.

ACC001851 FILE #8302 Payment Conditions. Payments must be made in U.S. dollars and drawn on funds on deposit at financial institutions insured by the F.D.I.C. Do not mail

- cash. Payments received by us by 5 pm central time will be credited as of the same day if the payment is in U.S. dollars and made:

 By check or money order drawn on a financial institution located in the U.S. or the post office, accompanied only with this payment coupon or your

by check or maney crear cream on a grammos program or the U.S. or the post office and accompanied any way was payment accompanied and after mailed to our payment address on the front or defivered in person to us (do not mail easit);
Electronically on usess, cost or through a trict-party bill paying service; or
Telephonically by calling 1-800-531-8722.
Payments that we accept that do not insert the above requirements will be credited within 5 days. We reserve the right to withhold credit availability until we confirm receipt of good funds.

Account Settlements. You cannot settle your account belance without our written agreement. If you want to settle your account for less than the New Salance (for example if you depute the amount you one or you cannot afford to pay what you owe), you must write to us at USAA Cradit Card Resolution Services, P.O. Box 34894, San Anionio, TX 78285 and we must agree in writing. Otherwise, we may process your payment and it will not release you from paying the remaining unpeal belance or result in an accord and salisfaction.

				Transactions	i
Trans Date	Post Date	Card	Reference Number	Description	Amount
				Payments and Credits	
11/10	11/10	٧	#7427082NA00XTHVT3V	USAA:COM PAYMENT-THANKS SAN ANTONIO TX	\$10,227.81-
11/16	11/17	٧	#7422838NGAFNSHIF54V	SAMS CLUB SCOTTSDALE AZ CREDIT	\$239,48
11/19	11/21	У	#7461043NL09F6J6W6V	THE HOME DEPOT 472 SOCITISDALE AZ CREDIT	\$89.65-
11/21	11/23	٧	#7418407NM2LRQQ3GYV	TARGET 00019607 PHOENIX A CREDIT	\$25.05
11/21	11/23	٧	#7461043NN09FBJ7SSV	THE HOME DEPOT 464 PHOENIX AZ CREDIT	\$2.48-
11/21	11/23	٧	#7461043NNDQF6K9G7Y	THE HOME DEPOT 472 SCOTTSDALE AZ CREDIT	\$29,99-
12/08	12/08	٧	#7427082P800XTXOQTV	USAA.COM PAYMENT-THANKS SAN ANTONIO TX	\$6,503.59
				TOTAL PAYMENTS AND CREDITS FOR THIS PERIOD	\$17,198.05-
				Transactions	
11/08	11/08	V	#2415407NE2LR819FTV	TARGET 00013607 PHOENIX AZ	\$21.96
11/08	11/06	٧	#8416407N92W6DZGR8V	SPORTS AUTHORIO0008824 PHOENIX AZ	\$81.20
11/07	11/06	٧	#2432301N8FVKT4TAFV	CALIFORNIA PIZZA 159 PHOENIX AZ	\$115.00
11/07	11/06	¥	#2442513N8FY19YWTWY	LIFE TIME CAFE #155Q54 PHOENIX AZ	\$36.05
11/07	11/08	٧	#2445501N74480604HV	SAMBOLUB 8241 GAS SCOTTSDALE AZ	\$74.74
11/06	11/06	V	#246\$256N862TQS91HV	ARIZONA DANCE ARTISTRY INBOZ-6284406 AZ	\$30.00
11/08	11/09	V	#2443585N961NIRQ68KV	US LACROSSE 410-235-6882 MD	\$35.00
11/09	11/09	V	#244\$665N961MRQSDLV	US LACROSSE 410-235-5882 MD	\$35.00
11/09	11/09	٧	#2445501N944802960V	SAMSOLUB 8241 GAS SCOTTEDALE AZ	\$56.00
11/10	11/10	V	#2469216NA005STM4YV	SPRINT WIRELESS 800-639-6111 VA	\$364.19
11/11	11/11	¥	#2405629NQ61AK\$905V	PINNACLE PEAK GENERAL ST SCOTTSDALE AZ	\$59.00
11/11	11/11	V	#2439065NES66GLE60V	GRAYHAWK GOLF CLUB SOOTTSDALE AZ	\$65.37
11/13	11/13	٧	#2461049NE231ZQ6QPV	CHEESECAKE NO SCOTTSDALE SCOTTSDALE AZ	\$42.00
11/14	11/14	٧	#2423168NF5SPQZSTQV	ACNING.COM 704-280-8228 NC	\$29.99
11/14	11/14	V	#344600NEF4AQFTFKV	FRYS-FOOD-DRG #0673 SCOTTSDALE AZ	\$1.70
11/14	11/14	٧	#2444600NEF4AQFTHXV	FRYS-FOOD-DRG #0673 SCOTTSDALE AZ	\$60.99
11/15	11/15	٧	#3439900NFWX8SKICKSV	CIT 487 05004973 PHOENIX AZ	\$48.00
11/15	11/15	Y	#2439900NFWX5VXN27V	GT 467 05004873 PHOENIX AZ	\$59.50
11/15	11/15	٧	#2444500NGF5WX5X5KV	AUTOZONE #3250 SCOTTSDALE AZ	\$25.03
11/17	11/17	٧	#2428443NJ2ZYF960WV	FIVE GUYS-AZ # 053 SCOTTSDALE AZ	\$29.76
11/17	11/17	¥	ANALOOD MINESSESPER	ARIZONA DANGE ARTISTRY IN602-6284406 AZ	\$40.00
11/17	11/17	Y	#2476197NJ3PGBFZCJ7V	CIRCLE K 05915 G47 SCOTTSDALE AZ	\$1.72
11/18	11/18	V.	#Z423168NK3SQL936BV	ACN DIGITAL PHONE 888-414-1858 NC	\$37.37
11/18	11/18	Y	#2461043NKD0FBJBFWV	THE HOME DEPOT 472 SCOTTSDALE AZ	\$117.31
11/18	11/18	Y	#2469215NJ00JXFJ5KV	ALA*ALLEGIANT AIR 702-505-8886 NV	\$70.68
11/18	11/18	y	#2469218NJ00JXFQM8V	ALA"ALLEGIANT AIR 702-505-8886 NV	\$75.66
11/18	11/18	Y	#2469216NJOOJXFTXRV	ALA"ALLEGIANT AIR 702-505-8888 NV	\$240,67
11/18	11/18	٧	#2469216NJ00JXFZPMV	ALA"ALLEGIANT AIR 702-505-8888 NV	\$255.67
11/18	11/18	y	#2469216NJ00JXFZR7V	ALA"ALLEGIANT AIR 702-505-8888 NV	\$10.00
11/19	11/19	V	#2439000NKWXA5WY4JV	QT 487 - 05004973 PHOENIX, AZ	\$55,17
11/19	11/19	V	#2461043NLOSF6LAPOV	THE HOME DEPOT 472 SCOTTSDALE AZ	\$8.68
11/19	11/19	V	#2461043NL0976JA84V	THE HOME DEPOT 472 SCOTTSDALE AZ	\$8.88
11/20	11/20	V	#2416407NM2LR7V165V	TARGET 00008365 SCOTTSDALE AZ	\$344.65
11/20	11/20	V	#2432301NLGSKQR609V	PARADISE VALLEY GOLF & PHOENIX AZ	\$32.15
11/20	11/20	Ą	#2446388NM8BO4NHLAV	BARRO'S PIZZA SCOTTSDALE AZ ACC001850	\$26.55
11/20	11/20	Y	#2461043NM09F6V2ÁYV	THE HOME DEPOT 472 SCOTTSDALE AZ FILE #8302	\$64,82
11/21	11/21	Ä	#2461043NINGSFEKBGSV	THE HOME DEPOT 4/2 SCOTT SDALE AZ	\$15.50
11/21	11/21	Ä	#2461049NNOSFOKBINSY	THE HOME DEPOT 472 SCOTTSDALE AZ	\$27.01
11/22	11/22	V	#2490137NP3DWMM8VDY	WWW.STUDENTCITY.COM 800-2931443 MA	\$255.00
11/22 11/22	11/22 11/22	V	#2444500NPFEX#5A4BV	CITY NORTH \$123-KONA GRIL PHOENIX AZ	\$28.00
11/22	11/42	v	#2444500NPFEXSSABYV	WALGREENS #9534 SCOTTSDALE AZ	\$15.52



Account Summ	iary
Statement closing date	10/08/10
Account Number	4847
Payment due date	11/02/10

				Transactions (continued)	
ans Date	Post Date	Cerd	Reference Number	Description	Amount
				Transactions (continued)	
10/05	10/05	V	#2461049M608T7SMRKV	MARPIOTT 957X2 JW DESERT PHOENIX AZ	\$160.75
10/05	10/06	٧	#2461043M603T78N0XV	MARRIOTT \$37X2 JW DESERT PHOENIX AZ	\$575,00
10/05	10/05	٧	#2476197M69PEYKM3HV	CIRCLE K05915 047 SCOTTSDALE AZ	\$45.00
10/06	10/05	. Y	#2415813M6855JQMMLV	CAMELBACK MOVING INC 802-2953965 AZ	\$1,50,00
10/06	10/05	٧	#2463269M6852VSK34V	DESERT MINI STORAGE - SCO480-8388383 AZ	\$100.00
10/07	10/07	٧	#2422443M92Y3KB9KQV	AROUND TOWN TOWING SCOTTEDALE AZ	\$60,00
10/07	10/07	٧	#2471706M850Y0HKN3V	SUMMIT CLEANERS SCOTTSCIALE AZ	\$23,24
10/08	10/08	٧.	#2469216NB00MPYJ1NV	DTV*DIRECTV HARDWARE 800-347-3288 CA	\$21.74
				TOTAL TRANSACTIONS FOR THIS PERIOD	\$8,713.99
				Fees	
09/16	09/16		7462921 LL2ZHPHMM6	FOREIGN TRAN CHO	\$5.29
09/17	09/17		74984821,4008HZTNN	FOREIGN TRAN CHG	\$0.81
09/18	09/18		7499808LN0D76ME51	FOREIGN TRAN CHIS	\$19.40
09/18	09/18		7499808LN0D78ME58	POREKIN TRAN CHG	\$5.48
09/20	09/20		7491690LR7MRVBE1Y	FOREIGN TRAN CHG	\$1.58
09/20	09/20		7492442LR1XEYG7MD	FOREIGN TRAN CHG	\$0.17
				TOTAL FEES FOR THIS PERIOD	\$33.73
				Interest Charged	
				INTEREST CHARGED ON PURCHASES	\$0.00
				INTEREST CHARGED ON CASH ADVANCES	\$ 0.00
				INTEREST CHARGED ON BALANCE TRANSFERS	\$0,00
				TOTAL PITEREST FOR THIS PERIOD	\$0.00

2010 Totals Year-to-Da	te
Total fees charged in 2010	\$123.91
Total interest charged in 2010	\$648.91

important Messages

Interest Charge Calculation Your Annual Percentage Rate (APR) is the annual interest rate on your adocurt. Balance Subject to Annual Percentage Type of Balance Rate (APR) Interest Rate* Interest Charge 8.90% \$0.00 20.00 Regular Purchases (V) Regular Casti Advances (v) 8,90% \$0,00 \$0.00

The APR for a belance type followed by a (v) is a variable rate.

Paying Interest and Your Grece Period; We will not charge you any further Interest on your Purchase Balance on this Statement if you pay your entire New Balance by your Payment Due Date of 11/02/10.

*Balance Computation Method: Average Daily Balance (including New Purchases). For more information about how we calculate the Balance Subject to Interest Rate and how resulting Interest was determined, call (800) 531-5722.

Additional Disclosures

If your name appears on this statement, our records show that this is your account and that you are liable for paying the New Balance.

information reported to credit bureaus. We may report information about your account to credit bureaus. Late payments, missed payments, or other defeates on your account may be reflected in your credit report.

NOTE: When you pay by check, you eathorize as to use information from your check to make a one-time electronic funds transfer from your checking account, Funds may be withdrawn from your account as early as the day we receive your payment and you will not receive your check back from your

What to Do If You Think You Find A Mistake on Your Statement

If you think there is an error on your bill, write to use at

USAA Credit Card Services,

P.O. Box 65620,

San Antonio, TX 78268-5029.

ACC001845

FILE #8302

In your letter, give us the following information: Account information: Your name and account number.

- Dollar amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

Additional Disclosures continue on next page.

Payment Conditions. Payments must be made in U.S. dotters and drawn on funds on deposit at financial institutions insured by the F.D.I.C. Do not mail cash. Payments received by us by 5 pm central time will be credited as of the same day if the payment is in U.S. dollars and made:

By check or money order drawn on a financial institution located in the U.S. or the post office, accompanied only with this payment coupon or your account number, and either mailed to our payment address on the front or delivered in person to us (do not mail cash);

- Electronically on uses com or through a third-party bill paying service; or Telephonically by calling 1-800-531-8722.
 - Payments that we accept that do not meet the above requirements will be credited within 5 days. We reserve the right to withhold credit availability until we confirm receipt of good funds.

Account Settlements. You cannot settle your account belance without our written agreement, if you want to settle your account for less than the New Balance (for example if you dispute the amount you owe or you sarnot afford to pay what you owe), you must write to us at USAA Credit Card Resolution. Services, P.O. Box 34894, San Antonio, TX 78255 and we must agree in writing. Otherwise, we may proceed your payment and it will not release you from paying the remaining unpaid balance or result in an accord and salistaction.

				Transactions		İ
Trans Date	Post Date	Card	Reference Number	Description	Armound	i
				Payments and Credits		
09/09	09/09	Y	#7427082L000XS1AMDV	USALOOM PAYMENT-THANKS SAN ANTONIO TX	\$10,951,14-	į.
10/05	10/05	٧	#74270625#800XTWBJKV	USAA.COM PAYMENT-THANKS SAN ANTONIO TX	\$6,898,79-	
10/06	10/08	٧	#7489269MBBS2VSKBCIV	DESERT MINI STORAGE - SOO480-5386 CREDIT	\$15,07-	
				TOTAL PAYMENTS AND CREDITS FOR THIS PERSOD	\$17,863,00-	į.
				Transactions		İ
09/08	09/06	V	#2433066LDS88FRFDRV	EAGLE MOUNTAIN G.C. FOUNTAIN HILL AZ	\$13,00	7\
09/08	09/06	V	#2439066LD586G4KMRV	EAGLE MOUNTAIN G.C. FOUNTAIN HILL AZ	\$53.85	J.W
09/07	09/08	Ÿ	#2438894LBB20FYX1MV	VCN'FAYETTE CO HD 688-4121836 IN	\$36,50	
09/08	09/08	Ÿ	#2439900LQWXF9MLH7V	QT 414 05004148 GILBERT AZ	\$50.00	ĺ
09/06	80/60	٧	#2449396LD60K2ZN4HY	THE GILBERT SKYBOX SPORT GILBERT AZ	\$12.00 -	Fiel .
09/09	09/09	٧	#2429186LD5SEE280DV	ACNING.COM 704-250-3225-NC	\$499.00	$-\omega$
09/19	09/10	٧	#2401396LEGORRONFKY	ZOLTONS SALON & DAY SPA SCOTTSDALE AZ	\$70.00	—
09/10	09/10	٧	#2411039LF09A1DXBTV	NATIONWIDE VISION & PHOENIX AZ	\$89.39	1 0
09/10	09/10	٧	#2411039LF09A1DXB7V	NATIONWIDE VISION # PHOENIX. AZ	\$96,98	1 ,
09/10	01/90	Ÿ	#2416407LE2LR831ZVV	TARGET 00019507 PHOENIX AZ	\$112.64	. السا
09/10	09/10	٧	#2494129LE3DGWW2R4V	MANUEL'S MEXICAN REST SCOTTSDALE AZ	20.36\$	لرب
01/90	09/10	y	#2461043LF23209YNSV	CHEESECAKE NO SCOTTSDALE SCOTTSDALE AZ	\$98,00	L
09/10	09/10	٧	#2471705LD60N0894GV	SUMMIT OLEANERS SCOTTSDALE AZ	\$49,80	17
09/11	09/11	٧	#2479693LG00ML1YTAV	DELI UP CAFE SAN FRANCISCO CA	\$16,41	!
09/16	09/16	٧	#7462921LL2ZTIPH#MM6V	YUN JIE XIANG HANG KONG BELING ON	\$528.55	11 \
				0280 8542.00 155 0.149223802		1 3
09/17	09/17	¥	#2489215LM00QQ9WQQV	XM "SATELLITE RADIO 800-XMRADIO DC	\$56.43	11
09/17	09/17	V	#7498482LM008HZTNNV	Outback Steak House BJ HT Belling CN	88.08\$	[]
09/18	09/18	٧	#7493806LN0D76ME51V	SHANGRI-LA HOTEL BELING ON	\$1,940:19	11
				0282 13000,00 156 0.146245984		1 1
09/18	09/18	٧	#7493806LN0076ME39V	SHANGRI-LA HOTEL BELING CN	\$647 ,84	/
09/20			to make all Dentille Property	0262 4339.43 156 0.149245407		۵
09/20	09/20	V	#2469216LP00NKP7T5V	APL*TTUNES 866-712-7753 CA	\$1,07	1
09/20	09/20 08/20	V	#2471705LR4E5587PVV	SANDBAR DESERT RIDGE PHOENIX AZ	\$44,00	₩. A
09/20	09/20	v	#74916BOLATMRYBE1YV	BELING SHANGRILLA HOTEL BELING ON	\$158,44	1)0
09/21	09/21	v	#7492442LR1XEYG7MDV #2471705LRJNGA2YM0V	SHANGRI-LA HOTEL BUDCC BELING ON PRECISION MARINE (SAIGHUAR MESA AZ	\$16.95	
09/22	09/22	v.	#2419407LTQ5G6DYKSV		\$36.00	N.
09/22	09/22	v	#2444500LSDQLNV0BDV	USPS 02/05/33/38/26/76 SCOTTSDALE AZ	\$80.50	18
09/22	09/22	v	#2471705LS3VHN1QQAV	SUMMIT CLEANERS SCOTTSDALE AZ	\$9,79	111
09/23	09/23	v	#E444500LVD1Y7AJ9TY	OFFICE MAX SCOTTSDALE AZ	\$29.33 \$37.03	لرإ
09/23	09/23	v	#2449396LS021VEROMV	ATTM*285004277895MTZ 800-331-0500 GA	\$430.67	1
09/23	09/23	v	#2449998LV69K961LDV	FOX SPORTS GRILL SCIDALE SCOTTSDALE AZ	\$10,00	[o`.
09/23	09/23	v	#2489215LS0078Y8HJJY	SPRINT WIRELESS 800-639-6111 VA	\$786.55 ~	الري
08/24	09/24	Ý	#2442513LWEROPGKP1V	LESLIE'S POOLMART SCOTTSDALE AZ	\$42.48	
09/24	09/24	v	#2476197LW3PEMOYMJV	CIRCLE K 05915 Q47 SQQTTSDALE AZ	\$75.00	\cap
09/25	09/25	v.	#2461049LX29219BKKV	CHEESECAKE NO SCOTTSDALE SCOTTSDALE AZ	\$53,00	
09/25	09/25	Ÿ	#2462512LXBNZRFBLOV	CHEVRON 00208389 SCOTTSDALE AZ	\$13.70	
09/26	09/25	ý	#2431605LYFYNBEPABV	SHELL OIL 57441534104 SCOTTSDALE AZ	\$52.00	
09/27	09/27	Ý	#2416407LZ3R4FZKE2V	MACARONI GRESSOOCCESST PHOENIX AZ	\$98.00	2
09/28	09/28	Ÿ	#2461049M0292B9SFQV	GRAND LUX CAFE #5010 SOOTTSDALE AZ ACC001844	\$31.00	
09/29	09/29	Ÿ	#2422838M1AFJVQV1YV	WM SUPERCENTER SCOTTSDALE AZ FILE #8302	\$78.27	1
09/29	09/29	٧	82445501M0447ZWHLWV	SAMSCLUB 6241 GAS SCOTTSDALE AZ	\$38.00	{
09/30	09/30	٧	#2442733M2LM7YF5FRV	PARADISE BAKERY & CAFE SCOTTSDALE AZ	\$26.00	-74
10/01	10/01	٧	#2434129M33Q97H5ZGY	HOLLYWOOD TANS SCOTTEDALE AZ	\$43,99	•
•					-1	L &



Account Sumn	12ry
Statement closing date	09/07/10
Accident Number	4847
Payment due date	10/02/10

				Transactions (continued)	
rans Date	Post Date	Caro	Reference Number	Description	Amount
				Transactions (continued)	
09/01	09/01	V	2444500L5Q4NAVQ60V	DISCOUNT-TIRE-OO AZP-10 PHOENIX AZ	\$1,029.54
09/01	09/01	٧	2463269L5746ZYTVMV	ARIZONA DANCE ARTISTRY INSCRES284406 AZ	\$300.00
09/01	09/01	٧	2488216L400MDD573V	LTF LIFE TIME MO DUES 888-430-6432 MN	\$89.95 ^
09/01	08/01	٧	2471705L53VBFE1D6V	RANCHO MANANA GOLF CLUB CAVE CREEK AZ	\$36.99 :
09/02	09/02	٧	2441800L7788Y5MT8V	602.887.9700HOUSTONS PHOENIX AZ	\$70,00
09/02	08/02	٧	2442513LEERDZH792V	LEGLIE'S POOLMART SCOTTSDALE AZ	\$16,39
09/02	09/02	٧	2481043L503RXBW0GV	MARRIOTT 337X2 JW DESERT PHOENIX AZ	\$575.00-
20/02	08/02	٧	2481043L603FXBZ1FV	MARRIOTT 337X2 JW DESERT PHOENIX AZ	\$195.73 -
08:03	09/03	٧	2416407L72W6E4336V	SPORTS AUTHORIO0008924 PHOENIX AZ	\$126.29
09/04	09/04	٧	2481605L8FZ8T9H71V	SHELL OIL 93004136862 FOUNTAIN HLS AZ	\$49.96
08/04	09/04	٧	2471705L7JNB8V00MV	Precision Marine (Sachuar Mesa Az	\$55.12
09/04	09/04	Ÿ	2476197L83PE1YKFMV	CIRCLE K 05030 Q47 FOUNTAIN HILL AZ	\$73,40
08/05	09/98	Ý	2471705L9JNBS1RRKY	PRECISION MARINE (SAGHUAR MESA AZ	\$18,45
				TOTAL TRANSACTIONS FOR THIS PERIOD	\$6,688.53
				Fees	
				TOTAL FEES FOR THIS PERIOD	\$0.00
	<u>-</u>			Interest Charged	
				INTEREST CHARGED ON PURCHASES	\$81,19
				INTEREST CHARGED ON CASH ADVANCES	\$0.00
				INTEREST CHARGED ON BALANCE TRANSFERS	20,00
				TOTAL INTEREST FOR THIS PERIOD	\$81.19

2010 Totals Year-to-D	ate
Total fees charged in 2010	\$90.18
Total interest charged in 2010	\$648.91

Important Messages

Interest Charge Ci	dculation		
Your Annual Percentage Rate (APR) is the annual interest rate on your account.			
Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Regular Purchases (v)	8,90%	\$8,245,93	\$61.19
Regular Cesh Advances (v)	8.90%	\$0:00	\$0.00

The APR for a belance type followed by a (v) is a variable rate.

Paying Interest and Your Grace Period: We will not oberge you any further interest on your Purchase Balance on this Statement if you pay your entire New Balance by your Payment Due Deba of 10/02/10,

"Belance" Computation Method: Average Daily Balance (including New Purchases). For more information about how we calculate the Balance Subject to interest Rate and how resulting interest was determined, call (800) 591-8722.

Additional Disclosures

If your name appears on this statement, our records show that this is your account and that you are liable for paying the New Balance.

information reported to credit bureaus. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

NOTE: When you pay by check, you authorize us to use information from your check to make a one-time electronic funds transfer from your checking account. Funds may be withdrawn from your execute as early as the day we receive your payment and you will not receive your check back from your

What to Do If You Think You Find A Mistake on Your Statement If you think there is an error on your bill, write to us at: USAA Credit Card Services,

P.O. Box 65020, San Antonio, TX 78265-5020.

In your letter, give us the following information:

ACC001842

FILE #8302

- Account information: Your name and account number. Dollar amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

Additional Disclosures continue on next page.

Payment Conditions. Payments must be made in U.S. dollars and drawn on funds on daposit at finalicial institutions insured by the F.D.L.C. Do not mail

- cash. Payments received by us by 5 pm central time will be credited as of the same day if the payment is in U.S. dollars and made:

 By check or money order drawn on a financial institution located in the U.S. or the post office, accompanied only with this payment doupon or your account number, and either malled to our payment address on the front or delivered in person to us (do-not mail cash);
- Electronically on uses com or through a third-party bill paying service; or Telephonically by calling 1-800-531-8722.
- - Payments that we accept that do not meet the above requirements will be credited within 5 days. We reserve the right to withhold credit availability until we confirm receipt of good funds.

Account Settlements. You cannot settle your account belance without our written agreement, if you want to settle your account for less than the New Balance (for example if you dispute the amount you owe of you cannot afford to pay what you owe), you must write to us at USAA Credit Card Recolution Services, P.O. Box 34894, San Antonio, TX 78265 and we must agree in writing. Otherwise, we may process your payment and it will not release you from paying the remaining unpeid belance or result in an accord and satisfaction.

Payments and Credits	Trans Date	Post Date	Card	Reference Number	Transactions Description		Amount	
CARD					······································			
DR/11 DR/11 V 742708CPSD00THP1NV USAA.COM PAYMENT-THANKS SAN ANTONIO TX S7,000.00	08/07	08/00	<u>v</u>	7405523KQ608D998GV	WET N WILD PHOENIX GLENDALE AZ CREDIT		\$43.70-	
Deli3	08/07	08/09	٧	7416407KQYQZRFP6SV	RADIOSHACK COROC194491 YUMA AZ CREDIT			
TOTAL PAYMENTS AND CREENTS FOR THIS PERIOD \$7,846.46 Transactions Transactions \$2.26 08.07 08.00 V 2405008(C0000N160V) Bennys - Yuma Incibit Yuma AZ \$2.50.00 08.00 08.00 V 2405008(C0000N755V) Bennys - Yuma Cotiside Yuma AZ \$25.00 08.00 08.00 V 24070505(C0071930V) CREET OF THIS PERIOD \$7,250.00 08.00 08.00 V 24070505(C0071930V) CREET OF THIS PERIOD \$7,250.00 08.00 08.00 V 24070505(C0071930V) CREET OF THIS PERIOD \$2,250.00 08.00 08.00 V 24070505(C0071930V) CREET OF THIS PERIOD \$2,250.00 08.00 08.00 V 2407050(C0071930V) CREET OF THIS PERIOD \$2,250.00 08.00 V 2407050(C0071930V) CREET OF THIS PERIOD \$2,250.00 08.00 V 2407050(C0071930V) CREET OF THIS PERIOD \$2,250.00 08.00 V 240705(C0071930V) CREET OF THIS PERIOD \$2,250.	08/11	OB/11	ý			x		
TOTAL PAYMENTS AND CREENTS FOR THIS PERIOD \$7,440,46 Transactions \$2,000	08/13	08/15	Ý		ABERCHOMBIE KIDS #0202 SCOTTSDALE CREDI	T T		
Transactions Transactions Benneys - Yuma Nat Sums AZ \$5.28 \$5.28 \$5.28 \$5.26 \$6.60 \$6.00 \$7.20 \$6.00 \$7.20 \$6.00 \$7.20 \$6.00 \$7.20 \$		• • • • • • • • • • • • • • • • • • • •	-					
Bernys								
Berroys	08/07	08/09	V	2409008K00000N160V		····	\$8.26<	1 1
CROSG CROSG Y ZUN TORNEON TRANS CROSS Y ZUN ZU	08/07	1	Ÿ					1 %
CROSG CROSG Y ZUN TORNEON TRANS CROSS Y ZUN ZU								IW7 .
08/09 08/09 V 2411038(CQ9A1EHAY NATION/NIDE VISION 9 PHOENIX AZ \$32.30			•					1 1/4
08/09 08/09 V 24/12/24/25/25/44/35/30/2 GOLDEN ACORN TRAVEL CAMPO CA 52,25 08/07 08/09 V 24/18/46/00/02/24/34/34/25/25/25 GOLDEN ACORN TRAVEL CAMPO CA 52,245 08/07 08/09 V 24/18/46/00/02/24/34/34/25/25/25/25/25/25/25/25/25/25/25/25/25/			-					1
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D0077 CR00 V 2418407/KCVCZPIEMMCV			•					_
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08.08 08.09 V 2482801KDQLXPEYY29V WINGS BEACHWEAR STR #1 SAN DIEGO CA S51.08 O8.09 O8.09 V 2442518KQEPADD8Y8V HOTTEL DEL CORONADO FAB CORONADO CA S27.52 O8.008 O8.09 V 2442518KQLPARGOTFV HOTTEL DEL CORONADO FAB CORONADO CA S25.01 O8.008 O8.09 V 2442518KQLSWFNNRKY DENNY'S #800 SAN DIEGO CA S60.00 O8.009 V 2442738KQLMSYNNRKY MIGUEL'S COGNA #5 CORONADO CA S60.00 O8.009 V 2442738KQLMSYNNRKY MIGUEL'S COGNA #5 CORONADO CA S60.00 O8.009 V 244273KQBDWMNPHYTY SAN DIEGO COASTER CO 885-SAN DIEGO CA S50.00 O8.009 V 247770SKQSHSSSSSSVV UTILE SAMS CORONADO CA S50.00 O8.009 V 247770SKQSHSSSSSSVV GENERAL SCORONADO CA S50.00 O8.009 V 247770SKQSHSSSSSSVV GENERAL SCORONADO CA S50.00 O8.009 V 247770SKQSHSSSSSSV UTILE SAMS CORONADO CA S50.00 O8.009 V 247770SKQSHSSSSSSV UTILE SAMS CORONADO CA S50.00 O8.009 V 247770SKQSHSSSSSSV UTILE SAMS CORONADO CA S50.00 O8.011 O8.011 V 24692CISKFOQCIADQWV LOWES #00782*SCOTTSDALE AZ S10.35 S10.35 O8.011 O8.011 V 24692CISKFOQCIADQWV LOWES #00782*SCOTTSDALE AZ S10.35 O8.014 O8.014 V 24775GKQLMSDOSYNTV PRECISION MARINE (RAGHUAR MESA AZ S6.50 O8.014 O8.014 V 24775GKQLMSDOSYNTV PRECISION MARINE (RAGHUAR MESA AZ S6.50 O8.016 O8.016 V 24751STKQSDEDINGOSV CIT 439 O5.01438 MESA AZ S6.50 O8.016 O8.016 V 24751STKQSDEDINGOSV OT 439 O8.016 O8.016 V 24751STKQSDEDINGOSV OT 439 O8.016 O8.016 V 24751STKQSDESON V 24852SIBANDOSMY OFFICE MAX SCOTTSDALE AZ S6.50 O8.017 V 244450CKBRSDOSMY OFFICE MAX SCOTTSDALE AZ S6.50 O8.017 V 244450CKBRSDOSMY OFFICE MAX SCOTTSDALE AZ S6.50 O8.017 V 244450CKBRSDOSMY OT 500 OFFICE MAX SCOTTSDALE AZ S6.50 O8.017 V 244450CKBRSDOSMY OT 500 OFFICE MAX SCOTTSDALE AZ S6.50 O8.017 V 24450CKBRSDOSMY OT 500 OFFICE MAX SCOTTSDALE AZ S6.50 O8.017 V 24450CKBRSDOSMY OT 500 OFFICE MAX SCOTTSDALE AZ S6.60 O8.017 V 24450CKBRSDOSMY OT 500 OFFICE MAX		P	•			(1
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08/11	06/07	08/09	٧	2471705KQsHS953SDV	LITTLE SAMS CORONADO CA		\$19.55	1
08/12	QB/11	08/11	Ÿ	2439900KFWX56V697V	QT 469 05004692 GILBERT AZ		\$63,50	1
08/14 08/14 V 2449986C6BDSZFRHV STUBHUB, INC 866-788-2482 CA \$186.60 08/14 08/14 V 24771705KJ.N500SWTV PRECISION MARINE (SAGHUAR MESA AZ \$46.53 08/14 08/14 V 2475197K03PDUMBO9W CRCLE K 09815 047 SCOTTSDALE AZ \$83.00 08/16 08/16 V 2499906HJWX742SZVV. QT 439 05004338 MESA AZ \$49.00 08/16 08/16 V 2499366HQ03H367WV ATTM*285004Z7789MTZ 800-931-0500 GA \$945.46 08/16 08/16 V 2469368HQ.001HE0DEV APL*ITUNES 866-712-7789 CA \$3.22 08/16 08/16 V 2475197KJ.826182EAV SHASTA POOL SUPPLIES#1 PHOENIX AZ \$46.69 08/17 08/17 V 2444906HJANNHZ7V OFFICE MAX SCOTTSDALE AZ \$46.69 08/18 08/18 V 2471705KP3V78F4L1V SUMMIT CLEANERS SCOTTSDALE AZ \$21.95 08/18 08/18 V 2471705KP3V78F4L1V SUMMIT CLEANERS SCOTTSDALE AZ \$21.95 08/19 08/19 V 246915KP00KTVNSWV LOWES 80075C* SCOTTSDALE AZ \$19.67 08/19 08/19 V 2476197KN82F258DDV TROON NORTH GOLF CLUB SCOTTSDALE AZ \$19.67 08/19 08/19 V 2476197KP32P28PPV MUNICIPAL CRT ACCTG CS PHOENIX AZ \$19.67 08/21 08/21 V 2431605KSFYPF6HPKV SHELL OIL 57444484800 PHOENIX AZ \$36.00 08/24 08/24 V 2483800KWXAZV4YQV CT 467 6SQ04979 PHOENIX AZ \$36.00 08/25 08/25 V 2401836KY002SZTNV MCGRATITS PUBLICK FISH HO MESA AZ \$31.00 08/25 08/25 V 2401836KY002SZTNV DORIAN STUDIO 01 0F 01509-4847135 WA ACC001841 08/25 08/25 V 2449515KYERGSXSRAV LESLIES POOLMART SCOTTSDALE AZ FILE #2302 08/25 08/25 V 2449515KYERGSXSRAV LESLIES POOLMART SCOTTSDALE AZ FILE #2302	08/11	08/11	٧	2469216KF00Q1ADQWV	LOWES #00792" SOOTTSDALE, AZ		\$10,35	1
08/14	08/12	08/12	٧	2401336KHOKLE481LV	SCOTTY'S LAWNHOWER SCOTTSDALE AZ		\$15,39	
08/14 08/14 V 2476197/0GPDI/MBO9V CIRCLE K 05815 O47 SCOTTSDALE AZ \$33.00 08/16 08/16 V 2499900/LWX742SZVV. OT 438 0500438 MESA AZ \$49.00 08/16 08/16 V 249926/RLD25H367WV ATTM*28500427/895MTZ 800-931-0500 GA \$945.46 08/16 08/16 V 2499216/RLD21H267WV ATTM*28500427/895MTZ 800-931-0500 GA \$945.46 08/16 08/16 V 2476197/RLSE182EAV SHASTA POOL SUPPLIEST PHOENIX AZ \$46.59 08/17 08/17 V 2444500KVBH2ANHZZY OFFICE MAX SCOTTSDALE AZ \$46.59 08/18 08/18 V 2471705/RP3V78F4L1V SUMMIT CLEANERS SCOTTSDALE AZ \$21.95 08/18 08/18 V 2471705/RP3V78F4L1V SUMMIT CLEANERS SCOTTSDALE AZ \$21.95 08/19 08/19 V 2499216K00CKTVNSWV LOWES \$60792* SCOTTSDALE AZ \$19.57 08/21 08/21 V 2431605/SFYPF6HPKV SHELL OIL 57441449600 PHOENIX AZ \$19.67 08/24 08/24 V 243990KKWXAZV4YOV OT 487 OSQ04973 PHOENIX AZ \$35.00 08/25 08/25 V 2401839KY002SZL7NV MCGRATHS PUBLICK FISH HO MESA AZ \$31.00 08/25 08/25 V 2449518KYERQSXZRAV LESLIES POOLMART SCOTTSDALE AZ FILE #8302 \$30.46 08/25 08/25 V 2449518KYERQSXZRAV LESLIES POOLMART SCOTTSDALE AZ FILE #8302 \$30.46	08/14	08/14	٧	2449908KJ6DN3ZFKHV	STUBHUB, INC 856-788-2482 CA		\$186.50	l
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Payment Conditions. Payments must be made in U.S. dollars and drawn on funds on deposit at financial institutions insured by the F.D.I.C. Do not make

- cash. Payments received by us by 5 pm central time will be credited as of the same day if this payment is in U.S., dollars and made:

 By check or money order drawn on a financial institution located in the U.S. or the post-office, accompanied only with this payment coupon or your account number, and either melled to our payment address on the front or delivered in person to us (do not real cash);
- Electronically on uses com or through a third-party bill paying service; or

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Telephonically by calling 1-800-531-8722. Payments that we accept that do not meet the above requirements will be credited within 5 days. We reserve the right to withhold credit availability until we confirm receipt of good funds.

Account Settlements. You certicl settle your account beliance without our written agreement. If you went to settle your account for less than the New Batance (for example if you dispute the amount you owe or you cannot afford to pay what you owe), you must write to us at USAA Credit Card Resolution Services, P.O. Box 34994, San Antonio, TX 73255 and we must agree in writing. Otherwise, we may process your payment and it will not release you from paying the remaining unpeld balance or result in an accord and satisfaction.

> Rewards Summary (continued) CALL (800) 531-8722.

> > **Transactions**

rans Date	Post Date	Card	Reference Number	Description	Amound
				Payments and Cradits	
96/07	06/09	A	7461043HF03TQQ37TV	GOLFEMITH GOLF CTR #50 SCOTTSDALE CREDIT	\$29.42
06/16	06/16	٧	7427062HP00XTPGD0Y	USAA GOM PAYMENT-THANKS SAN ANTONIO TX	\$8,000.00
07/07	07/07	٧	7427082JQ00XTZVFQV	USAALCOM PAYMENT-THANKS SAN ANTONIO TX	\$7,800.00-
				TOTAL PAYMENTS AND CREDITS FOR THIS PERIOD	\$18,529.42-
				Transactions	
06/06	06/08	V	2434129HE9F0FNAM3V	DOMINOS PIZZA \$7501Q09 801-418-1100 UT	\$15.00
06/08	06/08	٧	2434129HF79Z5NFGMV	PEI WEI \$0007 GO2 SCOTTBDALE AZ	\$8,17
96/07	06408	V	2444500HFBMBVHMNLV	OFFICE MAX SCOTTSDALE AZ	\$46,84
00/07	06/08	٧	2489216HF003NY2MMV	PETSMART INC 1270 SCOTTSDALE AZ	9 67.00
06/06	06/08	V.	2476197HE808A5HV2V	SKY HARBOR AIRPORT T4 PHOENIX AZ	\$4.00
06/09	06/09	V	2401339HH0HM3ZGA1V	ZOLTONS BALON & DAY SPA SCOTTEDALE AZ	\$35,00
06/09	06/09	V	2444500HH8PQRS0B6V	WALGREENS #8534 SCOTTSDALE AZ	\$59.99
06/11	06/11	V	2476197HK3PBGVZENV	CIRCLE K05915 Q47 SCOTTSDALE AZ	\$41,63
06/11	06/11	٧	2479262HLJMX3H5SOV	USAIRWAYS 0372391869718800-428-4322 AZ	\$55,00
			06/11/10	STEINERANICHOLASB	
			1 US Y	EBC FEE	
06/17	06/17	V	2469215HP00JF8WLQV	XM "SATELLITE RADIO 800-XMRADIO DC	\$80,48 <
06/18	81/30	V	2469216HT00R2TZP4V	XM SATELLITE RADIO 800-XMRADIO DC	\$ 6,47
06/24	06/24	¥	7424367J00002QRBEV	NIRMSCO PROPERTIES ABLUA NG	\$3,182.60
				0177 480000,00 566 0,006890416	
06/24	06/24	٧	7424367J00002QRQ0V	NIRMSCO PROPERTIES ABUJA NG	\$1,325.73
				0177 199947.00 566 0.006630407	
06/25	06/25	٧	2431605J1FYRW18MOV	SHELL OIL 57441454800 PHOENIX AZ	\$5.00
06/25	06/25	٧	2444500J19D477HDSV	AUTOZONE #3250 SCOTTSDALE AZ	\$171.7B
06/25	06/25	V	2444500J19Q9N93ZEV	DISCOUNT-TIRE-CO AZP-10 PHOENIX AZ	\$757.38
06/25	06/25	٧	2461049J223209WKBV	CHEESECAKE NO SCOTTSDALE SCOTTSDALE AZ	\$58.00
06/25	06/25	٧	2469215J000STH8BDV	APL*TTUNES 866-712-7758 CA	\$4,30
06/25	06/25	٧	2476197J13PBY6KX5V	CIRCLE K 06194 D47 PHOENIX AZ	\$48.25
06/25	06/26	¥	2431605,12FYBX8HIMFV	SHELL OIL 930041388682 FOUNTAIN HLS AZ	\$24.43
06/26	06/26	٧	2442513J2ERB1N159V	LESLIE'S POOLMART SCOTTSDALE AZ	\$231,22
06/28	06/28	٧	2442513J4EF183K25AV	LESLIE'S POOLMART SCOTTBOALE AZ	\$11,43
06/28	06/28	٧	2442733U4LM8TGKVPV	VIA LINDA LANES SCOTTSDALE AZ	\$44.82
06/29	06/29	٧	2444500JS9HTTDET9V	TJRAXX 20160 SCOTTSDALE AZ	\$19.60
06/29	06/29	٧	2449398.J58AJA6Q6LV	BARROS PIZZA SCOTTSDALE AZ	\$26,97

USPS 03766306333826876 SCOTTSDALE AZ

A EAGLE OUTFTROCCOS288 SCOTTSDALE AZ

ABERCHOMBIE KIDS #0203 SCOTTSDALE AZ

ZOLTONS SALON & DAY SPA SCOTTSDALE AZ

966-712-7759 CA

CANTINA LARIEDO #188 SCOTTSDALE AZ

WALGREENS #6594 SCOTTSDALE AZ

ETERNAL TANS SCOTTEDALE AZ

ETERNAL TANS SCOTTSDALE AZ

NORDSTROM #0380 SCOTTSDALE AZ

WAL-MART #2756 SCOTTSDALE AZ

480-5058855 AZ

GODADDY.COM

APL'TTUNES

\$21,25

\$25,80

\$13.06

\$24,27

\$48.00

\$49.49

\$43,99

\$32,14

\$25.06

\$1.07

\$35.00

\$53.43

ACC001838

FILE #8302

V 2416407J5Q5FWFTTJV

V 2435178.J5F3653.JXAV

2444500J69JMHG1W4V.

2439900J716B2LD2WV

2443105/75V4P7E80V

2444500J79LGE8Z5DV

V 2442513JBG9P0PPQNV

V 2443105J75V4P7E88V

V 2444500J79LI3ERZ7NV

V 2469216J690NFDP6RV

V 240133\$J80JQQLY9HV

Payment Conditions. Payments must be made in U.S. dollars and drawn on funds on deposit at financial institutions insured by the F.D.I.C. Do not make

- cash. Payments received by us by 5 pm central time will be credited as of the same day if the payment is in U.S. dollars and made:

 By check or money order drawn on a financial institution located in the U.S. or the post office, accompanied only with this payment coupon or your Telephonically by calling 1-800-831-8722.

Payments that we accept that do not meet the above requirements will be credited within 5 days. We reserve the right to withhold credit availability until we confirm receipt of good funds.

Account Settlements. You cannot settle your account belance without our written agreement. If you want to settle your account for less than the New Balance (for example if you dispute the amount you owe or you cannot efford to pay what you owe), you must write to us at USAA Credit Cerd Resolution Services, P.O. Box \$4894, San Antonio, TX 78266 and we must agree in writing. Otherwise, we may process your payment and it will not release you from paying the remaining unpeld balance or result in an accord and satisfaction.

Reverds Summary (continued)

REBATE EARNED/ADJUSTED THIS PERIOD ENDING BALANCE

31.76 183.06

FOR QUESTIONS ABOUT YOUR USAA CASH REWARDS PROGRAM CALL (800) 531-8722.

Transactions					
runs Dade	Post Date	Carc	Reference klumber	Description	Amount
				Payments and Credits	
05/1.1	05/1.1	V	7427082GKSJMBH7H9V	PAYMENT-THANK YOU SAN ANTONIO TX	\$5,000,00
05/12	05/13	٧	7416407GL2LRQADVFV	TARGET 00013607 PHOENIX A CREDIT	\$16.72
				TOTAL PAYMENTS AND CREDITS FOR THIS PERIOD	\$5,016.72-
				Transactions	
05/07	05/08	V	2424651GF80B4PNXDV	CLARION INN HOUSTON TX	\$128.59
05/13	05/18	٧	2416407GMQ5ENAZ89V	USPS 03766308939826876 SCOTTSDALE AZ	\$18.30
05/13	05/13	A	2439900GM&JVYVVSXV	BEST BUY MHT 00008706 SCOTTSDALE AZ	\$32,9 6
05/13	05/13	٧	2449396GNWKEBAW4FV	AT&T SM15 5455 SOOTTSDALE AZ	\$196.87
05/13	05/13	¥	2449999GNBUT2JMKZV	SEAGRET SPA SCOTTSDALE AZ	\$43.27
05/13	05/13	٧	2461043GN03PP4BEGV	APPLE STORE #R292 SOOTTSDALE AZ	\$85.28
05/14	05/14	٧	2469216GN0083F59NV	APLITUNES 865-712-7759 CA	\$4.24
05/18	05/18	У	2489216GS00RG5T2LV	APL*ITUNES 868-712-7753 CA	\$1.38
05/20	05/20	٧	2409521GXJ5H)(V1GFV	SOUTHWESTAIRS282101536761 DALLAS TX	\$159.70
			06/20/10	STEINERMARK GLENDON	
			1 WN H	DENYER PHOENIX	}
05/20	05/20	٧	2409821GXJ5NKV15BV	SOUTHWESTAIR5282101538780 DALLAS TX	\$159.70
			05/20/10	RADFORD/LAWRENCE MER	ſ
			1 WN H	DÉNVER PHOENÍX	ł
05/21	05/21	٧	2469216G)(000B3AZ5V	SPRINT WIRELESS 800-639-6111 VA	\$685,00
05:22	06/22	¥	2416407GZ2LRB\$12FV	TARGET 00014924 FOUNTAIN HILL AZ	\$32.66
05/22	05/22	٧	2489216GY00DY9G5MV	APL*TTUNES 866-712-7753 CA	\$1.06
06/23	05/23	٧	2432300GZ3K462WN2V	KEG DESERT RIDGE PHOENIX AZ	\$81.00
06/25	06/26	٧	2469216H2001LZVFXV	APL*ITUNES 886-712-7753 CA	\$2.44
05/28	05/28	٧	2448398H55V57VVKTV	GRIMALDIS PIZZERIA-SCOTTSDALE AZ	\$90.00
05/29	05/29	٧	2461049H62320A6EFV	CHEESECAKE NO SOOTTSDALE SOOTTSDALE AZ	\$54.00
05/30	05/30	٧	2489218H800NHKB7JV	APL*ITUNES 866-712-7753 CA	\$1,38
05/30	05/30	٧	2479252H775Y6D2M9V	USAIRWAYS 0377894274710 SAN ANTONIO TX	\$985.40
			06/06/10	STEINER/NICHOLAS B	
			1 1/9 \$	PHOENIX SALT LAKE CITY	ľ
			2USS	SALT LAKE CITY PHOENIX	
06/01	96/01	٧	2434129H83CJ5K834LV	HOLLYWOOD TANS SCOTTSDALE AZ	\$44.99
08/01	06/01	٧	2494129H99Q5K894QV	HOLLYWOOD TANS SCOTTSDALE AZ	\$39.99
06/02	05/02	У	2451043H903T9NF25V	MARRIOTT 337X2 JAW DESERT PHOENIX AZ	\$76.04
06/02	06/02	¥	246104SHBOSTBNIF62V	MARRIOTT 397X2 JW DESERT PHOENIX AZ	\$575.00
06/02	06/02	γ	2463259HA4FNX7M5TV	LEGEND TRAIL GOLF CLUB SCOTTSDALE AZ	\$44.67
05/02	06/02	¥	2463259HA4FNYHYODV	LEGEND TRAIL GOLF CLUB SCOTTSDALE AZ	\$15.00
06/03	06/03	Y	2461043HB0GTYFFJGY	GOLFSMITH GOLF CTR #50 SOOTTSDALE AZ	\$203.72
06/03	06/08		2471705HAJMFH2BY9V	Precision Marine (Saghuar Mesa Az	\$66.10
06/04	06/04	Y	2476197HQ3PBA6ZG6V	CIRCLE K 05030 047 FOUNTAIN HILL AZ ACC001835	\$82.00
05/05	06/05	٧	2459215HQ00PFKLFPY	APL*ITUNES 866-712-7753 CA FILE #8302	\$2,47
				TOTAL TRANSACTIONS FOR THIS PERIOD	\$3,192.71

Fees

Payment Conditions. Payments must be made in U.S. dolars and drawn on funds on deposit at financial institutions insured by the F.D.I.C. Do not mail

- cash. Payments received by us by 6 pm central time will be credited as of the same day if the payment is in U.S. dollars and inacts:

 By check or money order drawn on a financial institution located in the U.S. or the post office, accompanied only with this payment coupon or your account number, and either mailed to our payment address on the front or delivered in person to us (do not mail cash);
- Electronically on uses com or through a third-party bill paying service; or Telephonically by palling 1-800-531-8792.
- Payments that we accept that do not meet the above requirements will be credited within 5 days. We reserve the right to withhold credit availability until we confirm receipt of good funds.

Account Settlements. You cannot settle your account balance without our written agreement. It you want to sattle your account for less than the New Balance (for example if you dispute the amount you owe or you cannot afford to pay what you owe), you must write to us at USAA Credit Card Resolution Services, P.C. Box 34894, San Antonio, TX 78265 and we must agree in writing. Otherwise, we may process your payment and it will not release you from paying the remaining unpaid balance or result in an accord and setistaction.

Rewards Summar				
FOR QUESTIONS ABOUT YOUR CALL (800)	USAA CASH 531-8722.	REWARDS	PROGRAM	

ans Date	Post Date	Cawl	Reference Number	Description	Amount
				Payments and Credits	
04/16	04/16	V	74270B2FB3_MB9KDSV	PAYMENT-THANKYOU SAN ANTONIO TX	\$2,000.00
04.0	04.0	•	THE MALL CHANNESS	TOTAL PAYMENTS AND CREDITS FOR THIS PERIOD	\$2,000.00
				Transactions	
	0/20			MARRIOTT 357X2 JW DESERT PHOENIX AZ	6575.00
04/08	04/08	٧	2461043FJ03S0NIOCFV	SUMMIT CLEANERS SCOTTSDALE AZ	36.862 88.862
04/07	04/08 04/08	٧	2471706FJSTZL7H72V	CIRCLE KOSSIS O47 SCOTTSDALE AZ	\$63.00
04/08		V	2476197FK3P9KTYGEV	ARIZONA BETMORE COUNTRY PHOENIX: AZ	\$106.13
04/09	04/09	٧	2468269FL2XD67R1LV	CANTINA LAREDO #186 SCOTTEDALE AZ	\$35.00
04/10	04/10	ν.	2442513FLG9LLE6VWV		\$23.00
04/12	04/12	V	2405523FP58P0H8G6V	STREETS OF NEW YORK 25 FOUNTAIN HILL AZ LESTLE'S POOLMART SCOTTSDALE AZ	\$24.78
04/12	04/12 04/12	V	2442513FPER8556M8V	APL-TILINES 866-712-7753 CA	\$3.20
04/12	04/12	v	2469215FN005LKLJHV	APLTIUNES 886-712-7/53 CA CIRCLE K 65915 O47 SCOTTSDALE AZ	\$49.89
	04/12 04/13	-	2476197FP3P9PLY28V	CIRCLE K 05915 047 SCOTTSDALE AZ	\$6.00
04/13	04/14	¥	2476197FR3P9RLN29V	UNITED AIR 0167882192760 ROSEMEAD CA	\$945.00
04/14	U4/14	y	2403621FT75Y6WKG4V 04/15/10	LINSFORDAVILLIAM B	***************************************
			1 UA K	LOS ANGELES SAN FRANCISCO	
			1 UA K 2 UA K	SAN FRANCISCO BELING	
			2 UA K	BELING SAN FRANCISCO	
			4UAK	SAN FRANCISCO LOS ANGELES	
04/15	04/15	ν	2489216FT00MGBXBXV	APL'ITUNES 866-712-7753-CA	\$8.53
04/18	04/16	v	2407280FV8ASBG2NOV	BRIQ SCOTTSDALE SCOTTSDALE AZ	\$70.00
04/20	04/20	v	2478197FZ3P9Z77WXV	CIRCLE K 00156 PHOENIX AZ	\$40.00
04/22	04/22	A	2460216G000N1AKDPV	APL*ITUNES 868-712-7753 CA	\$1.05
04/23	04/23	V	2461043G323218316V	CHEESECAKE NO SCOTTSDALE BOOTTSDALE AZ	\$65.00
04/23	04/23	v	2771705G23S4F19YQV	SUMMIT CLEANERS SCOTTSDALE AZ	\$58.17
04/24	04/24	v	2418407G33RHDW8RCV	MACARONI GRZŚ300002337 PHOENIX AZ	\$87.00
04/24	04/24	v	2445501@343A.H.A.ITV	WAL-MART #2786 SCOTTSDALE AZ	\$33.85
04/26	04/26	V	2405523G558B35E3EV	WILDFLOWER BREAD OF SCOTTSDALE AZ	\$19.73
04/25	04/26	v	240623G565B35E3EV 2416407G52LR7J3S7V	TARGET 00009365 SCOTTSDALE AZ	\$32.89
04/25	04/26	v	2416407352LR73357V 242263835AFPDVL2TV	WM SUPERCENTER SCOTTSDALE (N AZ	\$3.00
04/26	04/26	V	242233835AFPDVL27V	WAN SUPERCENTER SCOTTSDALE (N AZ	\$22.86
04/26	04/26	v	242283835AFPUVL27V 2422838GSAFP9TZOFV	WM SUPERCENTER SCOTTSDALE (N AZ	\$18.80
04/26	04/26	v	2444500G46XMVDHEOV	WENDYS #9635 Q25 PHOENIX AZ	\$28.04
04/26	04/26	v	2476197G53PA513KGV	CIRCLE K 05915 Q47 SCOTTSDALE AZ	\$50.00
04/27	04/25	v	2476197G53PA513NGV 2444500G670DNKBT7V	JUSTICE ROSZO SCOTTSDALE AZ	\$19.37
04/27	04/27	v	24445003670UNKB17V 2450216G500EJV2OLV	JUSTICE ROSZO SCO.) I SEMALE AZ APL-TITUNES 868-712-7753 CA	\$5.95
04/2/	04/2/	V	2476197GB3PA65HGEV	CIRCLE K 05915 DA7 SOOTTSDALE AZ	\$88.00
04/28	04/2/	v	24/619/G65PA60HGEV 2442/35G7LM7ZAFNEV	PARADISE BAKERY & CAFE TEMPE AZ	\$9.44
04/28	04/28	V		OFFICE MAX SCOTTSDALE AZ	\$9.44 \$46.41
04/28	04/28	V	24445003771 Q8VMGMV 246921 BGB00KCGN1LV		_
05/01	05/01	v	242263BGAAF5W91Y2V	WAS CUIDED CONTINUE IN AT	\$9.48
08/01	05/01	v	2424129GA8Q4ML163V	HOLLYWOOD TANS SCOTTSDALE AZ FILE #8302	78.40 844.99
05/01	05/01	v	2434128GA3C4ML155V	HOLLYWOOD TANS SCOTTSDALE AZ	544.99 \$39.99
05/01	05/01	v	2461043C3A231TXXWNV	BLOCKBUSTER VIDEO #04124 BOOTTSDALE AZ	\$39,59 \$5,39
06/03	05/03	٧	2439900GOWWY85BWTV	QT 497 05004973 PHOENIX AZ	\$48,00

Payment Conditions. Payments must be made in U.S. dollars and drawn on tunds on deposit at finalicial institutions traured by the F.D.I.C. Do not mail cash. Payments received by us by 5 pm centrel tras will be credited as of the same day if he payment is in U.S. dollars and made:

By check or money order drawn on a financial institution located in the U.S. or the post office, accompanied only with this payment coupon or your

- account number, and alther mailed to our payment address on the front or delivered in person to us (do not mail cash); Electronically on uses com or through a third-party bill paying service; or
- Telephonically by calling 1-800-631-8722. Payments that we except that do not meet the above requirements will be credited within 5 days. We reserve the right to withhold credit availability until we confirm receipt of good funds.

Account Settlements. You cannot settle your account belance without our written agreement. If you want to settle your account for less than the New Belance (for example if you dispute the amount you owe or you campt afford to pey what you owe), you must write to us at USAA Credit Card Resolution Services, P.O. Box 34894, San Antonio, TX 76265 and we must agree in writing. Otherwise, we may process your payment and it will not release you from paying the remaining unpaid belance or result in an accord and satisfaction.

Trans Date	Post Date	Care	Reference Number	Description	Amount
				Payments and Credits	
03/11	03/11	V	7427082EN3.IMBX4QYV	PAYMENT-THANK YOU SAN ANTONIO TX	\$2,000.00
04/06	04/06	Ÿ	7427082FGSJMO52A6V	PAYMENT-THANK YOU SAN ANTONIO TX	\$1,760,00
		•		TOTAL PAYMENTS AND CREDITS FOR THIS PERIOD	\$3,750.00
	· · · · · · · · · · · · · · · · · · ·			Transactions	
03/06	03/09	٧	2444500EL50AG1WF1V	WALGREENS #8634 SCOTTSDALE AZ	\$3.24
03/08	03/09	γ	244939BEKO248QFMMV	ATTN/265004277665MTZ 800-331-0600 GA	\$167.62
03/07	03/09	٧	2476197EK3P6MA9FYV	CIRCLE KOSS15 Q47 SCOTTSDALE AZ	\$10.00
03/14	03/14	Ÿ	2469216ET00J8X2DJV	TSP* Travel 800-219-4606 WA	\$657.00
03/17	03/17	٧	2436800EXW)(58LG1XV	QT 491 05004312 MESA AZ	\$42.00
03/22	93/22	ν	2471705F23TSR2VEFV	TSS PHOTOGRAPHY INC 823-5877678 AZ	\$16,00
03/24	03/24	٧	2423168F45S8EVL9EV	DAIRY QUEEN #13614 MESA AZ	\$15.02
03/25	03/25	٧	2443105F560JRGYRLV	Z PIZZA SOOTTSOALE AZ	\$23.21
03/25	03/26	٠٧	2490804F415H18E93V	PT HILTON LOOKOUT GOLF PHOENIX AZ	\$63.36
03/25	03/26	V	2439900F5WX7ZG5H3V	QT 497 05004978 PHOENIX AZ	\$42.00
03/31	08/31	V	2449396FB8B05EYSQV	BARROS PIZZA SCOTTSDALE AZ	\$15,10
04/01	04/01	٧	2439000FQWXA3Z/3ZXV	QT 431 05094312 MESA AZ	\$50.00
04/02	04/02	٧	2401328FD0FFH3MAQV	ZOLTONS BALON & DAY SPA SCOTTEDALE AZ	\$35,00
04/02	04/02	V	2451043FQ08TF8G5BV	MARRIOTT 357X2 JW DESERT PHOENIX AZ	\$80.80
				TOTAL TRANSACTIONS FOR THIS PERIOD	\$1,218.15
				Fees	
				TOTAL FEES FOR THIS PERIOD	\$0.00
				Interest Charged	
				INTEREST CHARGED ON PURCHASES	\$106,09
				INTEREST CHARGED ON CASH ADVANCES	\$0.00
				INTEREST CHARGED ON BALANCE TRANSFERS	\$0.00
				TOTAL INTEREST FOR THIS PERIOD	\$106.09

2010 Totals Year-to-D	ate
Total fees charged in 2016	90.00
Total interest charged in 2010	\$336.31

Important Messages

Interest Charge Calculation						
Your Annual Percentage Rate (APR) is the annual interest rate on your acco	unt.				
		Annual Percentage	Balance Subject to]		
Type of Balanca		Rate (APR)	Interest Rate *	Interest Charge		
Regular Purchases		8.90% (v)	\$14,298,31	\$105.09		
Regular Cash Advances	ACC001829	8.90% (v)	\$0.00	\$0.00		
(v) = Variable Rate	FILE #8302					

Paying Interest and Your Chaos Pedod: We will not charge you any further Interest on your Purchasa Balance on this Statement if you pay your entire New Balance by your Payment Due Date of 05(02/10).

*Belarice Computation Method: Average Daily Balance (including New Purchases). For more information about how we calculate the Balance Subject to interest Pade and how resulting interest was determined, cell (800) 531-6722.

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By check or money order drawn on a financial institution located in the U.S. or the post office, accompanied only with this payment coupon or your account number, and either mailed to our payment address on the front or delivered in person to us (do not mail cash);

Electronically on uses one through a third-party bill paying service; or Telephonically by calling 1-800-831-8722.

Payments that was accept that do not meet the above requirements will be credited within 5 days. We reserve the right to withhold credit availability until we confirm receipt of good funds.

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Rewards	Summa	ry (continued)	
CALL	(800)	531-9722	

				Transactions	
Trans Date	Post Date	Cand	Reference Number	Description	Amount
				Payments and Credits	
02/12	02/12	V	74Z708ZDVSJMBUWPLV	PAYMENT-THANK YOU SAN ANTONIO TX	\$100.00-
02/14	02/15	¥	7444500DX4555WM28V	FRYS-FOOD-DRG #0673 SCOTTSDALE A CREDIT	\$9.71-
				TOTAL PAYMENTS AND CREDITS FOR THIS PERIOD	\$109.71-
			· · · · · · · · · · · · · · · · · · ·	Transactions	
02/06	02/06	٧	2449398DM0238NLR3V	ATTNF285004277895MTZ 800-831-0500 GA	\$449.21
02/05	02/08	ν	2471705DLAYM8F7KFV	SUMMIT CLEANERS SCOTTSOALE AZ	\$28.21 -P
02/08	02/08	٧	2449396DR5SKTXMY4V	GECKO GRILL GILBERT AZ	\$16.00 W
02/06	02/08	٧	2476197DR3P7VH48DV	CIRCLE K08747 Q47 PHOENIX AZ	\$53.00
02/09	02/08	٧	24425130TEPRO99ESV	DRÁGON WOK GILBERT AZ	\$8.05
02/10	02/10	V	2401339D80D255T31V	BUFFALO WILD WINGS MCQUEE GILBERT AZ	\$10.00
02/10	02/10	Ý	2442513DTEPR 1750TV	DRAGON WOK GILBERT AZ	\$1.15 Q
02/11	02/11	y	2415813DV18DHX15AV	PARIMIGIANO ITALIAN BISTRO SCOTTSDALE AZ	\$46.96
02/11	02/11	v	2471705DVJLEARGSKV	MCGRATH'S PUBLICK FISH HO MESA AZ	\$8.99
02/13	02/13	٧	2438994DXDDGWR0LTV	TLF CACTUS FLOWER FLST 800-4212815 AZ	\$56,31
02/13	02/13	ý	2442733DXLM7ZYGNTV	PARADISE BAKERY & CAFE PHONENIX AZ	\$27.10 July
02/13	02/13	ý	2444500DX444SWEELV	GAMESTOP #8282 PARADISE VALL AZ	\$21.85
02/13	02/13	V	24445000 X4555WMB8V	FRYS-FOOD-DRG \$0873 SCOTTSDALE AZ	\$48.93
02/13	02/13	v	2463628DXS66J206JV	NOTHING BUNDT CAKES - SCO SCOTTSDALE AZ	\$24.33
02/13	02/13	V	2471705DW4YPGLOELY	SUMMIT CLEANERS SCOTTSDALE AZ	\$12.84
02/14	02/14	٧	2416407DY3R77P75XV	MACARONI GIR23300002357 PHOENIX AZ	\$80.00
02/14	02/14	v	244356SDXPSM4ZEHDV	PACSUN #0800 PHOENIX AZ	\$33.79
02/17	02/17	v	2431805E1FYR80RKEV	SHELL OIL 57441989308 SCOTTSDALE AZ	\$15.00
02/17	02/17	v	2439900E1WWWQHY9MY	QT 408 05004064 PHOENIX AZ	\$12.50
02/17	02/17	٧	2439900E1WWWQRY78V	QT 406 06004064 PHOENIX AZ	\$45.00
02/17	02/17	٧	2471705E04YRT8EE4V	SUMMIT CLEANERS SCOTTSDALE AZ	\$33,00
02/20	02720	v	2449280E5SDWMNLJA1V	HARRING SCOTTSDALE 10002 SCOTTSDALE AZ	\$19.00
02/20	02/20	Ý	2461043E4232AVMPRV	DUNKIN #348404 QSS SCOTTSDALE AZ	\$9.16
02/20	02/20	v	2481043E423P0Q3GMV	CHEESECAKE NO SCOTTSDALE SCOTTSDALE AZ	\$51.00
02/20	02/20	v	2471705E34MFVQLSTV	SUMMIT CLEANERS SCOTTSDALE AZ	\$12.77
02/21	02/21	٧	2449388E560Z111BXV	CLAIM JUMPER #28 SCOTTSDALE AZ	\$65.00
02/22	02/22	v	2431605E8FYTSHTEJV	SHELL OIL 57442823803 MESA AZ	\$43.00
02/22	02/22	Ÿ	2442513E8GVG8VP4EV	ISLANDS REST \$035 PHOENIX AZ	\$48.00
02/23	02/23	v	2434129E73EY1N71JV	DOMINO'S PIZZA # 7600 480-473-3030 AZ	\$21.57
02/23	02/23	Ý	2469218E600JYJK6YV	SPRINT WIRELESS 800-639-6111 VA	2550.63
02/24	02/24	Ÿ	2416407E7Q5G5ZRF2V	USPS 08766306303826676 SCOTTSDALE AZ	\$5.16
02/24	02/24	v	2422838E7AF9XPXZEV	WM SUPERCENTER SCOTTSDALE (N AZ	\$16.06
02/24	D2/24	v	2442894EA059W85AWV	FMI-JOBINGS.COM GLENDALE AZ	\$45.00
02/24	02/24	٧	2471706E74Y99SER8V	SUMMIT CLEANERS SCOTTSDALE AZ	\$21.56
02/25	02/25	V	2422449E92ZY3QM8XV	RUMBI 112 MESA MESA AZ	\$8.47
02/25	02/25	V	2424851E881GX7KD6V	MOE'S SOUTHWEST GRILL GLENDALE AZ .	\$23.14 -20
02/26	02/26	V	2476197EA3P8QS2VHV	CIRCLE K 05915 C47 SCOTTSDALE AZ	\$74.00
02/27	02/27	٧	2432201EBGXAPZEB5V	CARRABBA'S #5304 SCOTTSDALE AZ ACC001826	\$45.02
02/27	02/27	٧	2452512EABM02XDX6V	CHEVRON 00208048 PHOENIX AZ FTT E #8302	\$46.25
03/01	03/01	٧	2422443ED2ZY3T4R6V	RUMBI 112 MESA MESA AZ	\$8.476TV
03/02	03/02	٧	2461043ED03T4YJBVV	MARRIOTT 337X2 JW DESERT PHOENIX AZ	\$576.00

USAA SAVINGS BANK P.O. BOX 14060 LAS VEGAS, NV 89114-4950

MARK G STEINER SHELLY STEINER

VISA

\$15,000.00

(900) 521-9722 (956) 550-5578

\$2,448.00

4847

应 ուկլիկըՈվնգիժին<u>ը ակժնվիկը</u> դժգնթվիկիրը տներկ

USAA CREDIT CARD SERVICES 10750 MCDERMOTT FWY SAN ANTONIO, TX 78288-0576

004180465

Credit Card Account Summary 4847 Account number \$12,101.27 New Balance Minimum payment due \$27.00 03/02/10 Payment due date Amount enclosed To assure proper credit, plane return Check or Money Credit payment made Savings Badi. DO NOT SEND CASH STATE HOME PHONE

444700002700012101274

Payment due date

MAZU SAVINGS BANK

Account number Credit limit Available credit

Questions? Call Customer Service Lost of Stalen cards?

Or write us at

P.O. BOX 65020, SAN ANTONIO, TX 78265-5020

Transactions

Record payment to: USAA CREDIT CARD SERVICES 10750 MCDERMOTT PMY BAN ANTONIO, TX.78298-0570

02/05/10 Statement closing date \$9,929.81 Previous balance 50.00 Payments 2,141.46 Purchases and Debits TOTAL FINANCE CHARGES 80.00 \$12,101.27 New balance \$27.00 Minimum payment due 03/02/10

TO AVOID ADDITIONAL FINANCE CHARGES ON PURCHASES, PAY YOUR ENTIRE NEW BALANCE. EVEN IF YOU EXPECT YO RECEIVE A CREDIT, BY THE DUE DATE SHOWN ABOVE. MAILED PAYMENTS RECEIVED AFTER \$100 P.M. CENTRAL TIME WILL BE CREDITED THE NEXT BUSINESS DAY.

Visit us at www.usaa.com

ransacue rens Post		Reference Number	Description		Anriumt ()
			*******	00013607 PHOENIX AZ	23,22
1/08 01/0		2416407QT2LR872RDV	FIAMBEL	05004312 MESA AZ	54.350
11/08 01/0		2439900CTWXEJJHHJ\	# W C C C C C C C C C C C C C C C C C C		19,00~ (
H/08 01/0		2448398QT5SKTBQBS\	V #GECKU GN	DOY WORKS 1704 PHOENIX AZ	52.11
H/08 01/0		2478262QTKHV57.J4VV	#BAIH & B	KE NO SCOTTSDALE SCOTTSDALE AZ	45.00
n/09 01/0		2481043QS23208VQ7V	#CHEESECA	KE NO SCOTTSUME SCOTTSUME ME	8.09<
11/12 01/1		2422443QX2ZY8TJ23V		DESS GILBERT AZ	6. OS.EZ
7/13 01/1		2422443QY2ZY3LSFMV		MESA MESA AZ	14.02
11/14 D1/1		2422443CJZ2ZY33XM8V	#RUMBI 112	MESA MESA AZ	58.90
17/14 01/1	4 V	2431605QZFYTHZ71XV	#SHELL OIL	57442478806 MESA AZ	8.86
H/14 D1/1	4 V	2444500QZ30HTN8BZ\	/ #WALGREE!	NS #8594 SCOTTSDALE AZ	24.83
31/15 01/1	5 V	2449908008AJARNMP1	V #BARRO'S I	ZZA SCOTTSDALE AZ	22.19
1/16 OI/1	5 V	2471705QZAYEYWIFE	/ #SUMBIT C	LEANERS SCOTTSDALE AZ	35.00
M10 81/10	8 V	24913390000D8PKPZW	#ZOLTONS	SALON & DAY SPA SCUTTSUALE AZ	45.00
HIO SHI	6 V	2481 043012320AGJQV	#CHEESEC/	IKE NO SCOTTSDALE SCOTTSDALE AZ	
01/17 01/1	7 V	2469216D1004714K5V	#XM SATE	LLITE RADIO 898-XMRADIO DC	25.05 50.00
MIO BINE	BV	2416407D3QD7K3EQ3A	/ #CHIU'S GI	RISOSCODOSOSS Scottsciala, AZ	15.50
01/18 01/1		2418407D@V3H5JBA2V	#AMC DESE	RT RIDO4001905 Phoenix AZ	5.50
N/18 01/1	8 V	2418407D3V3H6JB8AV	#ANC DES	RT RIDD4001905 Phoenix AZ	4.75
01/18 01/10	8 V	2416407D3V3H5J23MV	#AMC DEST	RT RIDD4001905 Phoenix AZ	6.09
MIN BILLIO	8 V	2423168D305JXD78GV	#BASHA8	1097 SCOTTSDALE AZ	51.95
01/18 01/1	av	2424651D3G3YLFPTM	V #BED BATH	A BEYOND #573 PHOENIX AZ	8.68
01/18 01/		2424861 D3G3Y1 FRQ7\	ABBED BATH	I E BEYOND #5/3 PHOENIX AZ	
01/18 01/10	8 V	2444500D3S5MQK61T1	J EWENDYS	19695 Q25 PHOENUX AZ	14,48 24,81
01/18 91/		2444500D995892JYAV	#AUTOZON	E #3250 SCOT I SUALL: AZ	80.00
01/18 01/		2476187D33P77GVJAV	/ #CIRCLE K	05915 Q47 SCOTTSDALE AZ	13.00-
01/19 01/		2449398D455KT8A89V	/ #GECKO G	RILL GILBERT AZ	
01/19 01/		2489216D300QGPTLL\	J #XM *SATE	ULITE RADIO 600-XMRADIO DC	23.05
01/19 01/		2471705D43T8H2EL5V		N NO 122 PHOENIX AZ	79.A1
01/20 O1/3		2439900D5W70HY8PLT	V #OT 497	05004973 PHOENIX AZ	49.50
01/21 01/2		2444900DB38PTZZF2V	#WALGREE	NS #8534 SCOTTSDALE AZ	23.99
01/21 01/		SAROSI REMOVED BUILDE	V #ACT PRO	GRAMS 800-458-8065 IA	86.95
01/22 01/		241640707V3QNF9ZV	V #AMC DES	ERT RIDO4001905 Phoenix AZ	15:50
01/22 01/		2/2/19907778/5X45RV	#PEIWEI#	0007 Q02 SCUTTSDALE AZ	26.12
01/22 01/		2/4908173AR75MM	WENDYS	89835 C25 PHOENIX AZ	8.83
01/23 01/		2449368D#8887WK48IC	W BBARRO'S	PIZZA SCOTTSUALE AZ	27.79
01/25 01/		2478197D83P7F3TE1V	#CIRCLE K	05410 Q47 SCOTTSDALE AZ	56.00
01907 - 2016		-OLIASINE COCALIDOS	V SOFFICE V	IAX SCOTTSDALE AZ	35.51\
1/27 01/2		2449215DQRPB\/QQ0		SKYHIGHSOOO 402-935-7733 CA	65,95
N 207 DI 22	7 17	STREET STREET		CONTIVAL WAVE APPLOSE TOUR !"A	AC DR

ACC001822 FILE #8302

ACC004814

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FILE #8302

USAA SAVINGS BANK P.O. BOX 14080 LAS VEGAS, NV 80114-4050

Credit Card Account	Summary
Statement closing date:	01/07/10
Account number	48,47
Payment due date	02/01/10

Trans	actions				Amount
Treas	Post	Card	Reference Humber	Description	
12/26	12/26	v	2422443B02Z07GADNV	#RAINTREE & NORTHSI SCOTTSDALE AZ	119.38 15.11 264.48
12/26	12/28	Ÿ			264.48-
12/26	12/26	٧	スペックをたくさのごとていい ピクプしい	AUCINTRIANC PASHION SIQ SOUTHBOOKE	25.95
12/26	12/26	V _	2449398B98AJARNBFV	#BARRO'S PIZZA SCOTTSDALE AZ	32,99
12/27	12/27	V	2A22443BA2YZXZ8APY	#RAINTREE & NORTHSI SCOTTSDALE AZ	37.A9
12/26	12/28	V	24493968B6AUQVUEPV	#SUNRISE PARK CAFE GREER AZ #CYCLONE TICKET BOOTH GREER AZ	158.00
12/29	12/29	<u>v</u>	2449398EBBCTMF4U/V	ACHEVRON 00092748 PINETOP AZ	58,00
12/29	12/29	V	2462512888888PDFV	#3PRINT WIRE ESS 800-839-8111 VA	550 20
12/29	12/29	<u>v</u>	2489215BB0086E89.N		8.00
12/30	12/30	<u>v</u>	2449398BOBTAYSY12V	FLANING KABOB MESA AZ FERYS-FOOD DRG 10053 SCOTTSDALE AZ	45.80
12/31	12/31		24445THL1254576V7V	#7-ELEVEN \$2519 PHOENIX AZ	17-00
01/02	01/02	V	2442353CR2KB3/1904	#MACARONI GRZ3300002337 PHOENIX AZ	75.00
01/03	01/03	V	241640/QL395QK354V	#RAINTREE & NORTHSI SCOTTSDALE AZ	86.00
01/03	01/03	<u>v</u>	242244951220773699	V FUSAA FSB LOAN PAYMENT 800-531-2265 TX	199,00
01/04	01/04	<u>_v</u> _	241338327 ENMANUS		9.57
01/04	01/04	<u>v</u>	SAMAGOCIONICA PARA PARA PARA PARA PARA PARA PARA PA	VYUSAA FSB LOAN PAYMENT 800-531-8265 TX	190,00
01/05		_ <u></u>	2413363CMETHEBAUSA	PENANCE CHARGE	48.95
01/07	01/07		TANDON AND ILIDI WOL	U JEAVUENT-THANK YOU SAN ANTONIO IX	- 124.00
12/09		- V. -	TATADEMONA ARRESTAL BY	/ POLD NAVY 5403 PHOENIX AZ CREDIT	- 7,5
12/18			744 JENNES STOYPWEV	#OFFICE MAX SCOTTSDALE AZ CREDIT	- 14.34
12/22		<u>v</u> _	1445UUDDESTEER WE	REBATE	- 248,50

USAA GAS MEMARDS PROGRAM

USAA GAS MEMARDS PROGRAM

15.60
REBATE EARNEWADJUSTED THIS PERIOD 7.50
EMILING BALANCE
GAS REBATE TERRS/CONDITIONS; YOU EARN A 5% REBATE ON THE
FIRST 0150 OF GAS PUNCHASES ON EACH STATEMENT UNTIL THE
01-2010 STATEMENT, WE MILL CREDIT THE ENTIRE ACCRUED
REBATE ON YOUR 01-2010 STATEMENT AS LONG AS YOUR ACCOUNT
REMAINS CURRENT AND OPEN DURING THE ENTIRE REBATE PERIOD. 15.60

USAA MALL REWARDS

BEGINNING BALANCE REBATE EARNED/ABJUSTED THIS PERIOD .00 .00 ENDING BALANCE

TO LEARN MORE ABOUT USAA MALL REMARDS, VISIT USAA.COM/MEMBERSHOP.

USAA CASA RENARDS PROGRAM

BECTHOLING BALANCE REBATE EARGEN/ADJUSTED THIS PERIOD ENDING BALANCE 99,54 .00

FOR QUESTIONS ABOUT YOUR USAA CASH REMARDS PROGRAM (804) 551-2265, 24 HRS, 7 DAYS A WEEK.

FINANCE CHARGE		Average Daily Balance	Monthly Periodic Rate		Nominal Arresal Percentage Rate	Periodic Finance Charge
D. contrarion.	_	\$8,507.83	.742%	٧	8:90%	\$48.95
Purchase Cash Advance		\$0.00	.742%	٧	8.90%	6.00
Days in Billing Period Account AMNUAL PERCENTAGE RATE:	31 8.90%					
Notes of Interest	,					
			_			

TO RECEIVE A 2009 YEAR-END SUMMARY, LOG ON TO USAA.COM, SELECT YOUR ACCOUNT, SCROLL TO THE BOTTOM AND ENROLL BY FEBRUARY 28, 2015, LOG ON TO USAA.COM AND SELECT MY DOCUMENTS TO VIEW, PRINT OR DOWNLOAD YOUR BUMMARY. YOU'LL RECEIVE AN ONLINE SUMMARY EACH YEAR YOU HAVE NEW ACTIVITY ON YOUR ACCOUNT.

ACC001821 FILE #8302

1.5

USAA SAVINGS BANK P.O. BOX 14050 LAS VEGAS, NV 89114-4050

MARK G STEINER SHELLY STEINER 24496

Hadridushihihilihihilishilladin dadha kadhad

USAA CREDIT CARD SERVICES 10750 MCDERMOTT PWY SAN ANTONIO, TX 78288-0570

004380465

Account number 48.47

Account number 48.47

Many Balance \$8,328,81

Minimum payiment due 50,00

Paymant due date 52,01710

Armount enclosed \$

To seems proper cruft, places return this parties with year Carte or binary Order payment made payable to UEAA

ADDRESS

CITY STATE 25

WOME PHONE

BUTHERE PHONE

Address Change of the uset were made companied to the Address of the Address and phone or cumber(e) ghove. The address change you indicate above will under his purious returns the payable of the Address and phone commercies ghove. The address change you indicate above will under his Justice change you indicate above will under with your bousehold.

4847000000000005929817

I KAA

77

usaa Sayings Bank

es VISA

Account number Credit fimit Available credit 4847 \$15,000.00 \$5,070.00

Questions? Call Customer Service Lost or Stolen cards? (800) 531-8722 (865) 550-5678

Or write us at: P.O. BOX 65020, SAN ANTONIO, TX-78265-5020

Remit payment to: USAA CREDIT CARD SERVICES

USAA CREDIT GARD SERVICES 10790 MCDERMOTT PWY SAN ANTONIO, TX 78286-0570 Statement closing date 01/07/10 \$2,163,42 Previous balance Payments 124.00 270.5B Credits 8,112.02 Purchases and Debits 48.95 TOTAL FINANCE CHARGES New belance \$9,929.81 \$0.00 Minimum payment due 02/01/10 Payment due date

TO AVOID ADDITIONAL FINANCE CHARGES ON PURCHASES, PAY YOUR ENTIRE NEW BALANCE, EVEN IP YOU EXPECT TO RECEIVE A CREDIT, BY THE DUE DATE SHOWN ABOVE. MALLED PAYMENTS RECEIVED AFTER SOO PAL CENTRAL TIME WILL BE CREDITED THE NEXT BUSINESS DAY.

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l rank	action	<u> </u>			
CHES.	Post	Clard	Reference Nomber	Description	Amount
2/09	12/09	٧	2440908AD034BY#870/	#ATTM*289004277895MTZ 800-331-0500 GA	411.21
2/11	12/11	V	7400001 45001 (CENAV	#HUA LIANG YU BELING CN	56.73
271	TZ/11	<u> </u>	1402021A32F1JGFAA4	FOREIGN TRAN CHG \$0.86	
				9346 450.00 156 0.146622222	
			***************************************	#Tims Bar B Q 3055 Belling CN	65,05
2/11	12/11	V	7496462A3UU36771MLV	FOREIGN TRAN CHG \$0.65	
				#Phoenix Grand Hotel 64365 Beijing CN	563,19
2/12	12/12	V	7405548AS0058H3SFV	FOREIGN TRAN CHG \$5.58	343.18
					810.53
2/15	12/15	¥	7493806AY587PPRZJV	#GRAND-VIEW INTERNATION LIACYANG CH	414,-17
					19,95
2/1B	12/16	٧	7405546AY005A4QBQV	#Mao Chang Artistic Shop 8 Belling CN	13,30
				FOREIGN TRAN CHG \$0.20	20.50
2/16	12/16	ν	7462021AZ2P32HDRQV	#LUG HAI CHAO BELJING CN	19,28
				FOREIGN TRAN CHG \$0.16	
				\$954 130,00 156 0.146846153	
2/18	12/16	V	74916BOAZABTNPFK4V	#ZHANG XIN HUA BEIJING CN	45.80
				FOREIGN TRAN CHG \$0.45	
2/17	12/17	٧	7405546B0005ARAPVV	#Phoenix Grand Hotel 84985 Beijing CN	325,04
				FOREIGN TRAN CHG \$3,22	
				9953 2192,00 156 0.148615693	
2/17	12/17	V		#CHEVRON 00305020 SCOTTSDALE AZ	75.00
2/17	12/17	У	2471705BOMB4NATYFV	#RED ROBIN NO 122 PHOENIX AZ	85.00:
2/18	12/18		2432300B13KH6V1PEV	#SEACRET SPA SCOTTSDALE AZ	86.84
2/18	12/18	V	2443585B1DLWFE548V	#GODIVA CHOCOLATES #211 SCOTTSDALE AZ	13.23
2/18	12/18	V	2444500B11YERR1G3V	#DILLARD'S 902 FASHION SQU SCOTTSDALE AZ	124.14
2/18	12/18	V	2448398B18AJB1W2KV	#BARRO'S PIZZA SCOTTSDALE AZ	20.77
2/18	12/18	V	2461043B103PXVM02V	#TIFFANY & CO #016 SCOTTSDALE AZ	107.95
2/18	12/18	Ÿ	24717058051KGVTFHV	#SUMMIT CLEANERS SCOTTSDALE AZ	54.95
2/19	12/18	Ť	2401339FP00JKY7MNV	#ZOLTONS SALON & DAY SPA SCOTTSDALE AZ	35.00
2/19	12/19	v		#GREAT CLIPS #9510 SCOTTSDALE AZ	13.00
2/19	12/19	·v		#GREAT CLIPS #8510 SCOTTSDALE AZ	15.00
2/19	12/19	-	2444573R2903ATTOUAV	#MACY'S EAST #454 PHOENTX AZ	24,37
2/15	12/19	- 	24403988280Z111N4V		174.00
2/19	12/19	·v	2479197923PH70H3HV		58.50
2/20	12/20	- v -	247910799891 K.LIDOV	#JALAPENO'S MEXICAN CAF SCOTTSDALE AZ	28.00
2/21	12/21	-v -	2/4/500042911976777/	#OFFICE MAX SCOTTSDALE AZ	28.70
2/21	12/21	-v-	2444500B4240M NUEV	#FRYS-FOOD-DRG #0873 SCOTTSDALE AZ	21.58
			TO A STANDARD OF THE A	SCHOOL CHIEF AT	12.00

ACC001819 FILE #8302 USAA SAVINGS BANK P.O. BOK 14050 LAS VEGAS, NV 89114-4050

Mark G Steiner Shelly Steiner

Maderhandalahalahaladaadaadhanttaadhad

USAA CREDIT CARD SERVICES 10750 MCDERMOTT PWY SAN ANTONIO, TX 78288-0570

Credit Card A	scount Summury
Account number	4847
New Belance	\$2,183,42
Minimum payment	tue \$0.00
Payment due date	01/10/10
Amount enclosed	\$
Ye secure perper crafts, place Check or Moiney Order poyen Scologs Bank. DO HOT SEM	on rathers this position with your set reads payering to USAA D CASH
ADORESS	
CITY EX	ATE ZIP
HOME PHONE	
	r weemen com, or part new beris) above. The address wo will induse ALL USAA speciated with your household.

004380465

43203970239244470000000000023£3422

1-2



VISA

Account number Credit limit Available credit

\$15,000.00 \$12,836.00

Questions? Call Customer Service Lost or Stolen cards?

(800) 521-8722 (866) 550-5678

4847

Or write us at: P.O. BOX 65020, SAN ANTONIO, TX 78265-5020

nit payment to: USAA CREDIT CARD SERVICES 10750 NICDERMOTT PWY BAN ANTONIO, TX 78288-0570

Statement closing date	12/07/09
Previous balance	\$12,356.48
Payments	12,356.48
Credits	22.21
Purchases and Debits	2,185.63
TOTAL FINANCE CHARGES	0.00
New balance	52,163.42
Minimum payment due	\$0.00
Perment due date	91701/10
Parament due 300	

TO AVOID ADDITIONAL FINANCE CHARGES ON PURCHASES, PAY YOUR ENTIRE NEW BALANCE, EVEN IF YOU EXPECT TO RECEIVE A CREDIT, BY THE DUE DATE SHOWN ABOVE. MAILED PAYMENTS REJEIVED AFTER 100 P.M. CENTRAL TABLE TO A THE PAYMENTS THE THE PAYMENTS TO A THE PAYMENTS THE PAYMENTS TO A THE PAYMENT TO A THE PAYMENT TO A THE PAYMENT TO A THE PAYMENT TO A THE PAYMENT TO A THE PAYMENT TO A THE PAYMENT TO A THE PAYMENT TO A THE PAYMENT TO A THE PAYMENT TO A THE PAYMENT TO A THE PAYMENT TO A THE PAYMENT TO A THE PAYMENT TO A THE PAYMENT TO A THE PAYMENT TO A THE PAYMENT TO A THE PAYMENT TO A THE PAYME WILL BE CREDITED THE NEXT BUSINESS DAY.

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	actions		m d Manuskan	Description	Argount
rens	Post	Carl	Reference Munitier		32.57
0H7	11/06	Ý	24164079W2LR7WERYV	#TARGET 00009365 SCOTTSDALE AZ	32.3/ 14.00
1/04	11/05	v	4 1 1 4 manages across 1 11 4 19 7 1 6	ATTLE CI) DEDT SKY HUK GILDER) PA	15,00
	11/06	¥			
1/05	11/06	v	24811496142920V553W	#CHEFFE AKE NO SCOTTS DALE SCOTTS STATE	24.00
1/04		v -	24761E79NSPFX25PRV	PURCIE K 19915 WHI SCUTT GUALE AL	89.50
1/05	11/06	v -	A CTOMOTOR NO DE VACETAL	ACTOC FEMALE OF SCOTTSOME OF	75.50
1/05	11/06	Ÿ	THE PERSON NAMED IN COLUMN TO A PARTY OF THE	STOREST REMAINS CAFE SUF SUUT ISLANDE ME	68,00
1/08	11/08	v	2404 SPORTAND 14 EL HTV	EDIFFAID WILD WINGS MUSICE GILBERT AL	10,00
11/11	11/11	Ť	24761978W3PG2PMR9V	HORCLE K 05015 Q47 SCOTTSDALE AZ	05,00
11/11	11/11	Ť	24/019/99/07/CZ34 EARV	#DFFICE WAX SCOTTSDALE AZ	82.00
11/12	11/12		A449MARKES INCO	CHARLESTON'S SCOTTSDALE AZ	46,00
11/14	11/14	V	SALE PROPERTY AND ADMA	THE RESIDUAL PROPERTY OF THE P	16.18
11/14	11/14	V	THE PROPERTY AND LOCATION AND ADDRESS OF THE PARTY AND ADDRESS OF THE P	TEDIES AINSILE MININ STD. (SPATE AT	9.71
11/34	11/14	V	244500810G1DAX1A1V	/ #NORDSTROM-RACK ME/S SCOTTSDALE AZ	406.58
17/14	11/14	V	244SCURZUHHIK GROOM	#CALIFORNIA PIZZA DES SCOTTSDALE AZ	91,00
11/16	11/15	V	2432301AU-W671J8JV 2478187A13PGBJZ48V	#CIRCLE K 05915 Q47 SCOTTSDALE AZ	78.50
11/15	11/15	V	MANUAL PROPERTY	#FLANCER'S GILBERT GILBERT AZ	13,00
11/18	11/18	Y	2405823A161GJH1A1V	#CIRCLE K 05288 Q47 GILBERY AZ	B1.50
11/16	11/16	V	2476197A13PG7FYYBV	#FLANCER'S GILBERT GILBERT AZ	29,08
11/17	11/17		2405323A261GJH1GEV	THE GOOD EGG-HAYDEN PEAK SCOTTSDALE AZ	20.00
11/18	11/18	٧	2449398A38BDA7HA9V	POLICE CLEANEDS SCOTTSDALE AZ	47.13
11/18	11/18	٧	2471705A251ADBSA3V	#SUMMIT CLEANERS SCOTTSDALE AZ	27.20
11/19	11/18	V	2434129A478TRSGPMV		45.18
11/20	11/20	٧	2418407A42LR7V983V		24.9
11/20	11/20	٧	2418407A521.RTV9X5V	#TARGET COOLESIS SCUTTSDALE AZ	32.7
11/20	11/20		2423168A905JWBQMZ	V #BASHAS' #097 SCOTTSDALE AZ	126.2
11/21	11/21	٧	2405523A5819325HXV	EVAN CHEVROLET SCOTTSDALE AZ	82.0
11/21	11/21	V	2461043A809F6R5Y3V		77.0
11/21	11/21	V	2478187A73PGQ951AV	# # PRINT WRELESS 800-639-6111 VA	384.1
11/22	11/22	V	2489216A8002QSNRHV	4-01 (MI)	17.0
11/23	11/23		2415407A8D40V579LV	#APPLEBEES 87/11UGGGGGT MESA AV.	47.0
11/23	11/23	V	2478187A88PGE5LDOV	#CIRCLE K 08747 " Q47 PHOENIX AZ	53.D
11/25		V	2422443AA2Y3KUNEE	V #RAINTREE & NORTHSI SCOTTSDALE AZ	· 12,356.4
11/16	11/16	V	7427082A19NW2KLER	PAYMENT - THANK YOU	- 6.0
11/20		V.	TARGETT REPT DE 174 DE 1	ATADICAL MARKES SCUT ISDALE CICEDIA	- 16.1
12/02		V	7441800AH9TX5BT15\	/ #OLD NAVY #6128 SCOTTSDALE AZ CREDIT	- (U.)

ACC001816 FILE #8302

IRAA SAVINGS BANK P.O. BOX 14050 LAS VEGAS, NV 89114-4050

1-2

Credit Gard Account	Summary
Statement closing date	11/05/09
Account riumber	4847
Payment due date	11/30/08

7205	actions			Amount
*8/15	Post	Card	Reterence Number Description	
0/18	10/16	ν	248230192FVLZBFEBV #HUDSON NEWS - J	K JAMAICA NY 70.00 MTZ 800-381-0500 GA 2,082.45
0/16	10/16	V	244998891022MZSN3V #ATTM 26500427789	COTTSDALE SCOTTSDALE AZ 76.00
0/16	10/18	V	The second secon	ESCOTSDALE AZ 26.54
0/17	10/17	V	24499848960A4TQ4YV #FINNACLE PEAK AL	
0/17	10/17	٧	2471705824PP1PVD2V #SUMMIT CLEANERS	347 SCOTTSDALE AZ 85.00
0/17	10/17	٧	M/013/333/T/M/02/1	E PHOENIX AZ . SOLDO
0/18	10/18	Ÿ	Z-q-Z-Al-Cara-Cara-Cara-Cara-Cara-Cara-Cara-Car	DEE MESA A7 102,38
0/20	10/20	٧	244290198GLZM4M2FV #DESERET BOOK CO	SCOTTS DALE AZ
0/20	10/20	V	244450098M0Z78HQZV #WALGREENS #0534	300113DALE #7 18.88
0/20	10/20	V.	244450096WIBNAWPKV #WALGREENS #855	SCOTTEDALE AZ 38.00
ID/20	10/20	v	2471705983VTZSN79V #SUMMIT CLEANER	3001100722
10/21	10/21	V	2430000011000100000000000000000000000000	12 MESA AZ 5200 12 MESA AZ 47.00
10/21	10/21	V	2449 989755KTSLBJV #GECKO GRUL GIU	CK FISH HO MESA AZ 12.00
10/22	10/22	V		800-839-8111 VA 281.41
10/23	10/23	V	2482188800NMJMTVV #SPRINT WIRELES	SCOURSDALE AZ
10/24	10/24	V		MESA B7
10/26	10/26	V		NO NOME GURER AZ
10/27	10/27	V		BEDT AV
10/29	10/29	V	ETEL TOURS	Z PRACE TEMPS AZ
10/29	10/29	V		
11/02	11/02	V		AAT CENINTAIN HILL AZ
11/02	11/02	y	24761978KSPFS4P99V #CIRCLE K 06030	DUDENIX AZ
11/09	11/03	V	24254779LDBRHSNSRV #GOLDEN BUDDH	PROCESS COLDERT AZ 49
11/04		V	24254779LQ5EBYY4FV #USPS 0334040243	90 11 00 OLLO 0111

USAA GAS BEHARDS PROCRAN

.00 BEGINNING BALANCE REBATE EARNED/ADJUSTED THIS PERIOD ENGINE BALANCE 7.50 7.50 ENDING BALANCE

GAS REBATE TERMS/COMDITIONS: YOU EARN A 52 NEBATE ON THE
FIRST \$150 PAS FURCHASES ON EACH STATEMENT UNITAL THE
91-2010 STATEMENT, WE WILL CREDIT THE ENTIRE ACCRUED
REBATE ON YOUR 01-2010 STATEMENT AS LONG AS YOUR ACCOUNT
REMAINS CURRENT AND OPEN BARING THE ENTIRE REBATE PERIOD,

USAA MALL REVARDS

BESTHUTTES BALANCE REBATE EARNED/ADJUSTED THIS FERIOD .00 .00 ENDING BALANCE

USAA CASH REHARDS PROGRAM

BEGINNING BALANCE REDATE EARNED/ABLESTED THIS PERIOD . 90 104.97 EMDING BALANCE

FOR QUESTIONS AROUT YOUR USAA CASH REMARDS PROGRAM (800) 551-2266, 24 HRS, 7 DAYS A WEEK.

FINANCE CHARGE	Average Dally Balance	Monthly Periodic Rate		Nominal Arguni Percentage Rate	Periodic Finance Charge
Purchase Cash Advance	20'00 20'00	.742% .742%	V V	8.90% 200.8	0.00 20.00
Days in Billing Period	. 31				
Material Internet					

THE ATTACHED CONVENIENCE CHECK CAN BE USED UP TO YOUR AVAILABLE CREDIT LIMIT. EACH CHECK MAY BE BUBLIECT TO A CASH ADVANCE/BALANCE TRANSFER FEE OF 3% OR \$75, WHICHEVER IS LESS. USAA CONVENIENCE CHECKS CANNOT BE APPLIED AS A PAYMENT TO YOUR USAA CREDIT CARD.

ACC001815 FILE #8302

TO RECEIVE A 2008 YEAR-END SUMMARY, LOG ON TO USAA.COM, SELECT YOUR ACCOUNT, SCHOLL TO THE BOTTOM AND ERROLL BY FEB. 23, 2010. LOG ON TO USAA.COM AND SELECT MY DOCUMENTS TO VIEW, PRINT OR DOWNLOAD YOUR SUMMARY. YOU'LL RECEIVE AN ONLINE SUMMARY EACH YEAR YOU NAVE NEW ACTIVITY ON YOUR ACCOUNT.

Payment Conditions, Payments must be made in U.S. dollars and drawn on funds on deposit at financial institutions insured by the F.D.I.C. Do not mali cash. Payments received by us by 5 pm central time will be credited as of the same day if the payment is in U.S. dollars and made:

By check or money order drawn on a financial institution located in the U.S. or the post office, ecompenied only with this payment coupon or your

- cy control with a deliver mailed to our payment address on the front or delivered in person to us (do not mail cash);
 Electronically on uses cone or through a third-party bill paying service; or
- - Telephonically by calling 1-800-551-8722. Payments that we accept that do not meet the above requirements will be credited within 5 days. We reserve the right to withhold credit availability until we confirm receipt of good funds.

Account Settlements. You cannot settle your account balance without our written agreement, if you want to settle your account for less than the New Balance (for example if you dispute the amount you owe or you cannot afford to pay what you owe), you must write to us at USAA Credit Card Resolution Services, P.O. Box \$4894, San Arighto, TX.76255 and we must agree in writing. Otherwise, we may process your payment and it will not release you from paying the remaining unpeid belance or result in an eccord and satisfaction.

				Transactions	
Trans Date	Post Date	Care	Reference Number	Description	Arnount
-				Payments and Credits	
02/10	01/50	M	F1946001A000IXFRTM	USAA,COM PAYMENT-THANKS SAN ANTONIO TX	\$12.57-
05/10	02/10	V	#7427082192PHDH223V	USAA.COM PAYMENT-THANKS SAN ANTONIO TX	\$8,750,15-
		_		TOTAL PAYMENTS AND CREDITS FOR THIS PERIOD	\$8,762.72-
				Transactions	
02/04	02/05	N	F1948001600000FRTM	LIFE TIME CAFE \$155054 PHOENIX AZ	\$5.19 DP
02/05	02/05	M	F194800180000XFRTM	FRYS-FOOD-DRG #0673 SCOTTSDALE AZ	\$10.87
02/05	02/05	M	F194800180000XFRTM	ATTM*265004277895MTZ 800-391-0500 GA	\$1.241.32 - 2
02/05	02/05	M	F19460018000DXFRTM	APL"TTUNES 868-712-7753 CA	mys -
05/08	02/06		0000000000ATNEWA	BALANCE TRANSFER 4120 3670 2192 4847	57,426,63 W
02/06	02/06	M	F18480018000UXFRTM	LIFE TIME CAFE \$155054 PHOENIX AZ	51257
02/06	02/06	M	F19460017000IXFRTM	SAMSCLUB 69/1 GAS SCOTTSDALE AZ	\$54.00
02/07	02/07	M	F194600190000XFRTM	LIFE TIME CAFE #155084 PHOENIX AZ	\$4.92
02/08	02/08	М	F194600190000XFRTM	ACMITVENACURA 886-9229790 NJ	\$49.95
02/08	02/08	M	F19480019000DXFRTM	THE GOOD EGG-HAYDEN PEAK SCOTTSDALE AZ	\$50,00 + ~
02/08	06/06	M	F1948001A000DXFRTM	GREAT CLIPS #0510 SCOTTSDALE AZ	\$15.00
05/08	02/09	M	F1946001 C0000XFRTM	OFFICE MAX SCOTTSDALE AZ	(نب أو \$882.52
02/09	02/09	M	F1946001 C0000XFRTM	NORDSTROM-RACK #0379 SCOTTSDALE AZ	\$15244
02/0E	02/08	M	F1940001 C0000XFRTM	ARIZONA DANCE ARTISTRY INSOS-6284408 AZ	\$400.00
02/09	05/06	M	F1946001 ADDOLXFRTM	APL*ITUNES 866-712-7753 CA	\$7,49
05/09	06/06	М	F1948001 0000(XFRTM	MARKET BISTRO KIÉRLAND SCOTTSDALE AZ	\$34.98 P
02/10	10 2/10	M	F1848001D000EXFRTM	SUMMIT CLEANERS SCOTTSDALE AZ	\$23.60
02/10	02/10	M	F1948001D000IXFHTM	SHELL OIL 93004139880 PHOENIX AZ	\$48.54
02/10	02/10	M	F1948001 C000 (XFRTM	HI HEALTH - # 73 PHOENIX, AZ,	\$60.10
02/10	02/10	M	F1945001 DODOLXFRTM	NORDSTROM #0880 SCOTTSDALE AZ	\$174.32
0540	02/10	, M	F1948001D0000XFRTM	NORDSTROM ROSED SCOTTSDALE AZ	\$215.72
02/10	02/10	M	F1948001C000DCFRTM	APL*ITUNES 866-712-7759 CA	\$1.07
02/11	02/11	М	F1948001D000IXFRTM	BARROS PIZZA SCOTTSDALE AZ	\$23.14
02/12	02/12	M	F1946001E000IXFRTM	SCHOLOTZSKY'S SCOTTSDALE AZ	\$22.84
02/12	02/12	M	F1946001E000IXFRTM	ZOLTONS SALON & DAY SPA SCOTTSDALE AZ	\$35.00
02/12	02/12	M	F1948001D000DXFRTM	ACNING COM 704-260-3228 NC	\$29.99
02/12	02/12	M	F1946001E000IXFHTM	MCDONALO'S F16274 SCOTTSDALE AZ	\$26.66
02/12	02/12	M	F1948001 DODDIXFRTM	SAMSCLUB 6241 GAS SCOTTSDALE AZ	\$62.62
02/12	02/12	M	F1946001 E000LXFRYM	WAL-MART #2756 SCOTTSDALE AZ	\$20,07
02/12	02/12	M	F1946001 D0001XFRTM	PETSMARTING 147 SOCITISDALE AZ	\$13.54
02/13	02/13	M	F1946001E000XFRTM	WALGREENS #3177 SCOTTSDALE AZ	\$39.91
02/13	02/13	M	F1948Q01E000IXFRTM	SAMSCLUB BRAT GAS SCOTTSDALE AZ	\$55.00
02/13	09/13	М	F1946001DQOODXFRTM	FINDING FIDO ANIMAL RESC 4803612708 AZ	\$350.00
02/14	02/14	M	F1946001F000IXFRTM	PINNAOLE PEAK GENERAL ST SOUTTSDALE AZ	\$29.00
02/14	02/14	М	F1946001G000IXFRTM	QUIZNO'S SUB #12112 SCOTTBDALE AZ	\$4.95
02/14	02/14	M	F1946001G000DCFFTM	GODIVA CHOCOLATES #211 SCOTTSDALE AZ	\$42.89
02/14	02/14 02/14	M	F1946001F000IXFRTM	FRYS-FOOD-DRG 20573 SOOTTSDALE AZ	\$14.14
02/14	02/14	M	F1945001F000LXFHTM	FRYS-FOOD-DRG #0873 SCOTTSDALE AZ	\$26.00
02/14	02/14	M	F1946001G000D0FRTM	TILLYS #1 SCOTTSDALE AZ	\$56.63
02/15	02/14	M	F1946001E000IXFHTM F1946001HD00IXFRTM	APL*ITUNES 866-712-7799 CA	\$5.35
02/16	02/16		F1946001H0000XFRTM	CIRCLE K 05915 Q47 SCOTTSDALE AZ TYLER ENDODONTICS 480 850 1474 AZ ACC001859	\$10.00
02/17	02/17	M	F1946001K000IXFRTM	(1000) in the contract of the	\$1,200.00
92/17	02/17	M	F1946001K000IXFRTM	SPORT CHALET 0000004 PHOENIX AZ FILE #8302 APL'TUNES 868-712-7759 CA	\$438.27
02/18	02/18	M	F1946001L000IXFRTM	USPS 08786306393826876 SQOTTSDALE AZ	\$1.07
02/18	81/20	M	F1946001L000IXFRTM	ACN DIGITAL PHONE 888-414-1958 NG	\$9.35
· - · -			- 1- 1- man demonstrate in 1 let	Local Administration to Complete 1900 180	931.80 1



Account Sumn	nary
Statement closing date	09/08/11
Account Number	1431
Payment due date	04/02/11

rome Data	David Burk			Transactions (continued)	
rettà fiets	rost Date	Car	d Reference Number	Description	Amount
02/21	00004			Transactions (continued)	MINNIK
02/21	02/21	M	·	SAMSOLUB 8241 GAS SCOTTSDALE AZ	\$65.00
02/21	02/21	M	· INTERNITIONS (1) INTERNITIONS	BARRO'S PIZZA SCOTTSDALE AZ	\$25.74
02/22	02/22	M	F1846001N000DCFRTM	APL*ITUNES 886-712-7753 CA	•20.24 \$4.25
02/23		M	F1948001P000IXFRTM	FIVE GUYS-AZ#053 SCOTTSDALE AZ	
02/23	02/23	M	F1948001 U0001XFRTM	DOCYTEW.US.COM (MOTO) BOS-SQUARSO MI	\$11.09 \$9.00
02/24	02/23	М	F1948001 VOOOLXFRTM	LIFE TIME CAFE \$155Q54 PHOENIX AZ	\$5.19
	02/24	M	F1946001V000IXFRTM	FAMOUS FOOTWEAR #142089 PHOENIX AZ	*
02/24	02/24	M	F1946001V000IXFRTM	GORE & SYANS DENTISTRY SCOTTSDALE AZ	\$106.56
92/25	02/25	٧	#24445001 T2X8Y57KRY	CITY NORTH #123-KONA GRIL PHOENIX AZ	\$1,441.00
02/25	02/25	٧	VANDER VA	HARRING SCOTTSDALE 101 SCOTTSDALE AZ	\$70,00
02/26	02/25	A	#2434129167A7NEGAFY	PEI WEI \$0007 QOE SOOTTSDALE AZ	\$19.00
02/26	02/26	٧	#24951781T1F9QPHSWV	GODADDY,COM 480-5058865 AZ	\$34,82
05/56	02/25	٧	#24692\615004T76XHV	BLOCKBUSTER INCHOLISH SCOTTSDALE AZ	\$11.62
02/26	02/25	Y	#2476197193P8CIT58HV	CIRCLE K 05915 Q47 SCOTTSDALE AZ	\$3.26
02/28	02/28	Y	#84294491W90VR4GBQV	FIVE GUYS-AZ # 055 SCOTTEDALE AZ	\$61,08
02/28	02/28	٧	#24841291V3EOSF22WV	GREAT CLIPS #5510 SCOTTSDALE AZ	\$47,82
09/01	03/01	Y	#24164071WBMETHFNGV	SPORT CHALET 00000820 SCOTTSDALE AZ	\$14.00
03/01	93/01	٧	#24184071WQ8FJZAR4V	USPS 03766306333826876 SCOTTSDALE AZ	\$76.25
03/01	93/01	Y	#24309001WWX18KF4DV	- QT 497 05004973 PHOENIX AZ	\$12.51
03/02	20/02	Y	\$24692161X90R5WPBSV		\$70.00
03/09	03/03	Y	#34906041Y15E1TSZDV	APL'ITUNES 866-732-7753 CA HILTON POINTE IN TYME PHOENIX AZ	\$3,21
09/03	03/03	Ÿ	#24908041Y15E1TVGQV	PT HIS TON LOOKOUT ON E PHOENIX AZ	\$11.00
03/03	03/03	٧	#24905941Y15E1TYSZV	PT HILTON LOOKOUT GOLF PHOENIX AZ	\$88,92
03/04	03/04	٧	#24048031Z0049GDVTV	PT HILTON LOOKOUT GOLF PHOENIX AZ	\$34.98
03/04	03/04	У	#24184071ZBMETD2JGV	CHEVRON 00213231 PHOENIX AZ	\$42.50
03/04	03/04	Ÿ	#243230120GT996VBAV	SPORT CHALET 00000820 SCOTTSDALE AZ	\$24.85
03/04	03/04	٧	#24341291Z3Q678XQQV	BENHANA SO JETS SCOTTSDALE AZ	\$194.00
03/04	03/04		#2434129203QY15L5QV	ARIZONA SNOWBOWL FLAGSTAFF AZ	\$34.00
03/05	03/05		#2444500218PJA7SPDV	ARIZONA SNOWBOWL FLAGSTAFF AZ	\$147,00
03/06	08/06			DOMINO'S PIZZA 7800 SCOTTSDALE AZ	\$43.55
09/07	03/07		#243990022WX37450BV	SHELL OIL 57441889004 SCOTTSDALE AZ	\$10.00
			7000	QT 497 05004973 PHOENIX AZ	\$65,50
				TOTAL TRANSACTIONS FOR THIS PERIOD	\$15,658.48
				Fees	
				TOTAL FEES FOR THIS PERIOD	\$0.00
				Interest Charged	40.00
				INTEREST CHARGED ON PURCHASES	\$0.00
				INTEREST CHARGED ON CASH ADVANCES	\$0.00
				INTEREST CHARGED ON BALANCE TRANSFERS	\$0.00 \$0.00
				TOTAL INTEREST FOR THIS PERIOD	₩.00

2011 Totals Year-to-Date	
Total fees charged in 2011	\$33.23
Total interest charged in 2011	\$0.00

Important Messages

Interest Charge Calculation Your Annual Percentage Rate (APR) is the annual interest rate on your account. Annual Percentage Type of Belance Balance Subject to Rate (APR) 8.90% Interest Charge Regular Purchases (Y) Interest Rate Regular Cash Advances (v) \$0.00 \$0.00 8,90% The APR for a balance type followed by a (V) is a variable rate. 80.00 80.00

Paying Interest and Your Grace Period: We will not charge you any further interest on your Purchase Balance on this Statement if you pay your entire New Balance by your Payment Due Date of 04/02/11.

*Balance Computation Method: Average Daily Balance (including New Purchases). For more information about how we calculate the Balance Subject to Interest Rade and how resulting interest was determined, call (800) 581-8722.

	8.4.47		
	Addi	tional Disclosures	
ı			
į		ACCODATES	
1		ACC001860	
			Additional Disclosures continue on next page.
		FILE #8302	page 2 continue on next page

Payment Conditions, Payments must be made in U.S. dollars and drawn on funds on deposit at financial institutions insured by the F.D.I.C. Do not mall cesh. Payments received by us by 5 pm dented time will be credited as of the same day if the payment is in U.S. dollars and made:

By check or money order transmon a financial institution located in the U.S. or the post office, accompanied only with this payment coupon or your

account rumber, and either mailed to our payment address on the front or delivered in person to us (do not mail cash);

Electronically on users com or through a third-party bill paying service; or

Telephonically by calling 1-800-591-8722. Payments that we accept that do not meet the above requirements will be credited within 5 days. We receive the right to withhold credit availability until we confirm receipt of good funds.

Account Settlements. You cannot satile your account belance without our written agreement. If you want to settle your account for less than the New Balance (for example if you dispute the amount you case or you cannot efford to pay what you care), you must write to us at USAA Credit Card Resolution Services, P.O. Box 34894, San Antonio, TX 78265 and we must agree in writing. Otherwise, we may process your payment and it will not release you from paying the rameining unpeid belance or result in an accord and satisfaction.

	Transactions					
Trags Date	Post Date	Cand	Reference Number	Description	Amount	
				Payments and Credits		
03/09	03/11	7	#7415407252W6E8FY7V	SPORTS AUTHORIOCOSS24 PHOENIX A CREDIT	\$43.72-	
09/18	09/13	¥	#7427082292P#7Q405V	USAA COM PMT-THANKYOU SAN ANTONIO TX	\$7,539,88	
03/24	03/27	٧	\$744450091.2X8PSQ7KV	NORDSTROM MOSES SCOTTSDALE AZ CREDIT	\$215.72	
03/24	03/27	M	F1946002N000DCFRTM	MACY'S EAST #450 SCOTTSDALE AZ CREDIT	\$118.84	
				TOTAL PAYMENTS AND CREDITS FOR THIS PERIOD	\$7,918.16	
				Transactions		
03/08	03/09	V	#24254772480F67F0YV	GORE & SVANS DENTISTRY SCOTTSDALE AZ	\$187.00	
03/08	03/09	γ	#2436300259KYNYFRZY	MIRACLE MILE DELI SCOTTSDALE AZ	\$36.80	
03/08	03/08	¥	#9454129233ED296FRV	GREAT CLIPS #9510 SCOTTSDALE AZ	\$15,00	
03/07	03/09	Ý	\$2441800231YMZ8TEOV	480,922,7775HOUSTONS SCOTTSDALE AZ	\$82.64	
03/08	03/09	γ	#24632692520ENTZRZV	ARIZONA DANCE ARTISTRY IN602-6284406 AZ	\$385.00	
03/10	03/10	٧	#24013392607PNSRX7V	ZOLTONS SALON & DAY SPA SCOTTSDALE AZ	\$35.00	
03/10	03/10	٧	#245921825008KBEAHV	APL*TTUNES B65-719-7753 CA	\$1.40	
03/11	09/11	Ÿ	#244251327FV4KPANEV	LIFE TIME FITNESS #155 PHOENIX AZ	\$140.80	
05/11	03/11	٧	#24610432503RZ0BALV	MARRIOTT 337X2 JW DESERT PHOENIX AZ	\$1,312.36 W	
09/11	03/11	٧	#246104828231ZDSYTY	CHEESECAKE LAS VEGAS LAS VEGAS NV	\$85.85	
08/11	03/11	٧	#2471705254MMEFJNTV	DANNYS FAMILY CAR WASH 41 SCOTTSDALE AZ	\$74.38	
03/11	03/11	¥	#247170529L39JPXPYV	NIKE SCOTTSDALE OTR SCOTTSDALE AZ	\$174.32	
09/12	03/12	٧	#241225828WGNMAAF4V	SUMMIT CLEANERS SCOTTSDALE AZ	617.43	
03/12	03/12	У	#2444500278PFV5R1MV	FRYS-FOOD-DRG #0873 SCOTTSDALE AZ	\$14.68	
03/12	09/12	٧	#2449398298AJAJKEYV	BARRO'S PIZZA SCOTTSDALE AZ	\$25.58	
03/13	03/13	٧	#240450329000A59XLV	CHEVRON 00805297 KINGMAN AZ	\$28.07	
03/13	03/13	٧	#249180629FYM111YSV	SHELL OIL 67427268305 LAS VEGAS. NV	\$39.58 N	
03/13	03/13	٧	#2434129287A2V05AAV	P.F. CHANG'S #5800 LAS VEGAS NV	\$36,00	
09/13	03/13	٧	\$2444500202X36A2TDV	NATHAN'S FAMOUS HOT LAS VEGAS NV	\$27.94	
08/13	03/13	٧	#244550128448046RYV	BAMBOLUB 0241 GAS SCOTTSDALE AZ	\$100.00	
03/13	03/13	٧	#24610432903RW8LMZV	NY NY ROLLER COASTER LAS VEGAS NV	\$28.00	
03/14	03/14	٧	#24425132AFV512NAQV	LIFE TIME GAFE #155Q54 PHOENIX AZ	\$5.28	
03/14	03/14	٧	#24761972B3P8W1FIA8V	CHROLE K 05915 Q47 SCOTTSDALE AZ	\$85.00	
09/15	03/15	٧	#24399002AWX80W8FTV	QT 497 05004978 PHOENIX AZ	\$68.50	
03/15	09/16	¥	#24427332QLM7YFOL4V	PARADISE BAKERY & CAFE SCOTTSDALE AZ	\$8,83	
03/16	9715	٧	#2442733201.M82LBP4V	CHICK-FIL-A #01584 SCOTTSDALE AZ	\$28.07	
03/19	03/19	Ą	#24425132EER6XAANOV	BJ'S RESTAURANTS 447 PHOENIX AZ	\$80,00	
02/19	03/19	٧	#24440002HHEXGLIXOFV	WALGREENS #\$177 SOOTTSDALE AZ	\$39,99	
09/19	02/19	٧	#24493982F8AJA9EH7Y	BARRO'S PIZZA SCOTTSDALE AZ	\$24.78	
09/19	03/19	٧	#24761972F3P90582ZV	CIRCLE K 05915 Q47 SCOTTSDALE AZ	59 1.51	
03/21	03/21	A	#24431052H5V4WY9B8V	ETERNAL TANG SCOTTSDALE AZ	\$43.99	
03/21	03/21	٧	#24692162G00DPHPG7V	APL"(TUNES 866-712-7768 CA	\$4.19	
03/21	03/21	٧	#24717052HMBKYX7GLV	RED ROBIN NO 122 PHOENIX AZ	\$68.00	
03/22	03/22	٧	#24500002HWXXXYYNAFTV	CIT 497 05004978 PHOENIX AZ	\$49.22	
03/28	03/23	V	#24682682K2DJQGEVXV	ARIZONA DANCE ARTISTRY INSC2-8284406 AZ	\$400,00	
03/24	03/24	٧	#242244321.30VNL69YV	CHIPOTLE 0444 SCOTTSDALE AZ	\$12.75	
03/24	03/24	٧	#24999002KWX9BVWH7V	QT 497 05004978 PHOENIX AZ	\$18,68	
03/24	03/24	٧	#24445002L2X8P5054V	NORDSTROM #0980 SCOTTSDALE AZ ACCOOLS62	\$27.84	
03/24	03/24	٧	#24761972L3P95KHSFV	CINCLE NOVAID CAY SOCI TOURLE AZ	\$100.00	
03/25	09/25	V	#246921821,005AVGEAV	SPRINT WIRELESS 800-639-6111 VA FILE #8302	\$768.59	
03/25	03/26	٧	#24122582NWGNMAAP8V	SUMMIT CLEANERS SCOTTSDALE AZ	\$13.27	
03/26	03/26	V	#24164072HBMETDYHWV	SPORT CHALET 00000820 SDOTTSDALE AZ	\$78.22	
03/26	03/26	٧	#24184072NBMETDYLSV	SPORT CHALET 90000820 SCOTTSDALE AZ	\$23.97	
03/26	03/26	¥	#24717052M4Z4969WYV	DANNYS FAMILY CAR WASH 41 SCOTTSDALE AZ	\$29.34	



Account Summa	гу
Statement dooling date	04/07/11
Account Number	1431
Peryment due date	05/02/11

rans Date	Post Date	Card	Reference Number	Description	Amount
				Transactions (continued)	
03/30	03/30	٧	#244251325EPHN\$243V	HOTEL DEL CORONADO FAB CORONADO CA	\$27.19
03/30	03/30	٧	#24425132TEPBA0VEVV	CLAIN JUMPER-SAN BERNA SAN BERNARDIN CA	\$147.00
09/30	03/30	V	#24492152S5SSSA9S2FV	MIGUEL'S DOCINA #5 CORONADO CA	\$72.99
03/31	09/31	٧	#24492152V96SABRZXV	MIGUEL'S COCINA #5 CORONADO CA	\$20.66
03/31	03/31	٧	#24493982V61DXVWTDV	OSF - DUSSINI OB SAN DIEGO CA	\$59.00
03/31	05/31	y	#24792622VLA8H2V0HV	RITE AID STORE 5655 CORONADO CA	\$10.78
04/01	04/01	٧	#24154072W7EAMYLSKV	SUBWAY 00139859 CORONADO GA	\$13.86
04/01	0401	y	#24341292W3Q3T0F26V	HOLLYWOOD TANE SCOTTEDALE AZ	\$43.99
04/01	04/01	٧	#24341292W3Q3T0F4KV	HOLLYWOOD TANS SCOTTSDALE AZ	\$49.49
04/01	0401	٧	#24492792V3DWMNNL1V	SAN DIEGO COASTER CO 885- SAN DIEGO CA	\$194.75
04/01	04/01	٧	#24498962W61DXVWZJV	OSF - DUSSINI OS SAN DIEGO CA	\$83,00
04/01	04/01	V	#24692162V00G/QSP@XV	LTF LIFE TIME MO DUES 888-430-6432 MIN	\$140.90
04/02	04/02	V	#24318062XFYRKDNGTV	SHELL OIL 57442729208 EL OAJON CA	\$90,00
04/02	04/02	٧	#2442733200.M72394FV	MCDONALD'S FORST YUMA AZ	\$31.99
04/02	04/02	٧	#24610432X08RX65P0V	MARRIOTT 857X2 JW DESERT PHOENIX AZ	\$329.02
04/02	04/02	٧	#24610432X03RX544NV	MARRIOTT 837X2 JW DESERT PHOENIX AZ	\$575,00
04/02	04/02	٧	#24717052XJLX7AQ9LV	SAN DIEGO PIER CAFE SAN DIEGO CA	\$111.87
04/03	04/03	V	#24493982Y02SD7YQAJV	ATTM*255004277895MTZ 800-331-0500 GA	\$941.89
04/03	04/03	٧	#24610492303FPKY77Y	MARRIOTT 357U6 CORONADO CORONADO CA	\$323,61
04/04	04/04	¥	#24445002ZHEX9ZV	WALGREENS #8694 SOOTTSDALE AZ	\$28,99
04/04	04/04	٧	#2476197223P9F28V1V	CIRCLE K 05915 Q47 SCOTTSDALE AZ	\$74.16
04/04	04/04	٧	#24781973006JV3FZKV	WEROPA GIOLF OLUB FT MG DOWELL AZ	\$68.67
04/04	04/04	٧	#24781979006JV3J1LV	WEKOPA GOLF CLUB-F&B FT, MCDOWELL AZ	\$90,00
04/05	04/05	٧	#24717052Z4MWV626VfV	DANNYS FAMILY CAR WASH 41 SOOTTSDALE AZ	\$75,82
04/06	0406	V	#243517890A3JR8ZVRV	ACNITVENACURA 865-9229790 NJ	\$49.95
04/08	04/06	٧	#244999830616E9FIL4V	PVUSD #69 802-867-5222 AZ	\$120.00
	-			TOTAL TRANSACTIONS FOR THIS PERIOD	\$9,379.96
				Fees	
				TOTAL FEES FOR THIS PERIOD	00.8\$
				Interest Charged	
				INTEREST CHARGED ON PURCHASES	\$0.00
				INTEREST CHARGED ON GASH ADVANCES	\$0.00
				INTEREST CHARGED ON BALANCE TRANSFERS	\$0.00
				TOTAL INTEREST FOR THIS PERIOD	\$0.00

2011 Totals Year-to-Date	
Total fees charged in 2011	\$33.23
Total interest charged in 2011	\$0.00

Important Messages

I	Intérest Charge Calculation						
ł	Your Anstead Percentage Rate (APR) is the annual interest rate on your account.						
	Type of Salance	Annual Percentage Rata (APR)	Balance Subject to Interest Rate*	Interest Charge			
	Regular Purchases (V)	8.90%	\$0.00	\$0.00			
	Regular Cash Advances (v)	8,90%	\$0,00	\$0.00			

The APR for a balance type followed by a (v) is a variable rate.

Paying interest and Your Grace Period: We will not charge you any further interest on your Purchase Balance on this Statement if you pay your entire New Balance by your Payment Due Date of 05/02/11.

*Balance-Computation Method: Average Daily Balance (including New Purchases). For more information about how we calculate the Balance Subject to Interest Rate and how resulting interest was determined, call (800) 831-8722. ACC001883

Additional Disclosures

FILE #8302

If your name appears on this statement, our records show that this is your account and that you are liable for paying the New Balance.

inforunation reported to credit bureaus. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

NOTE; When you pay by check, you authorize us to use information from your check to make a one-time electronic funds transfer from your checking account. Funds may be withdrawn from your account as early as the day we receive your payment and you will not receive your check back from your

- Payments Conditions. Payments must be made in U.S. dollars and drawn on funds on deposit at financial institutions instituted by the F.D.L.C. Do not mail cash, Payments received by us by 5 pm central time will be credited as of the same day if the payment is in U.S. dollars and made;

 By check or money order drawn on a financial institution located in the U.S. or the post office, ecomparted only with this payment coupon or your account number, and either mailed to our payment address on the front or delivered in person to us (do not mail cash);

 Electronically on uses non or through a third-party bill paying service; or

 Telephorically by calling 1-800-531-6722.

 Payments that we accept that do not meet the above requirements will be credited within 5 days. We reserve the right to withhold credit availability until we confirm receipt of good fands.

Account Sattlements. You cannot settle your account belance without our written agreement. If you want to settle your account for less than the New Belance (for example if you depute the amount you owe or you cannot efford to pay what you owe), you must write to us at USAA Cradit Card Resolution Services, P.C. Box S4894, San Antonio, TX 78285 and we must agree in writing. Otherwise, we may process your payment and it will not release you from paying the remaining unpeid belance or result in an accord and satisfaction.

Transactions

				Transactions	
rans Date	Post Date	Card	Reference Mumber	Description	Amount
				Payments and Credits	
04/08	04/08	٧	#742/082322PF76T4GV	USAALCOM PINT - THANK YOU GAN ANTONIO TX	\$8,357.55-
04/09	04/11	٧	#741640734BMEPYY6PV	SPORT CHALET 00000520 SCOTTSDALE CREDIT	\$48,83-
04/09	04/11	٧	#7416407342W6DXMLI3V	SPORTS AUTHORIO0006924 PHOENIX A CREDIT	\$32.78
04/26	D4/S8	Y	#74164073MZLPQ66R9V	TARGET 00011411 PHOENIX A CREDIT	\$19,12
				TOTAL PAYMENTS AND CREDITS FOR THIS PERIOD	SE,450,28-
				Transactions	
04/08	80440	y	#241225834WGNMAAFAV	SUMMIT OLEANERS SOOTTSDALE AZ	\$37,24
04/07	04/08	٧	#2407280392D6W0XD200V	JOANN ETC #1965 PHOENIX AZ	\$127.91
04/07	04/08	٧	#241540791Q5GFJW79V	USPS 037863063393826876 SCOTTSDALE AZ	\$7.29
04/06	04/08	٧	#2416407312W6DXFWWW	SPORTS AUTHORIDOCO6024 PHOENIX AZ	\$32.78
04/08	04/08	٧	#245280139GP46V0SPV	BYU HOUSING DEPOSIT 901-422-5944 UT	\$160,00
04/07	04/08	٧	#244273SSZLM7YVWBWV	PARADISE BAKERY & CAFE PHONENIX AZ	\$20.76
04/08	04/08	٧	#24510499403RXQAGDV	MARRIOTT 39714 CAMELBACK SCOTTSDALE AZ	\$69.73
04/07	04/08	٧	#247170532L3GVY9G6V	REI COM 800-4254840 WA	\$278.92
04/08	04/08	٧	#2476197333P9KTM3TV	CIRCLE K 05902 Q47 CHANDLER AZ	\$75.93
04/09	04/09	V	#2432300333KE5N7YNY	KEG DESERT RIDGE PHOENIX AZ	\$88,00
04/09	04/09	٧	#24491053455Y8Q69NV	OCEAN SPA AND NAILS SCOTTSDALE AZ	\$65,00
04/09	04/09	٧	#244450694HEWHAZZZV	WALGREENS 16594 SCOTTSDALE AZ	\$27.23
04/09	04/09	V	#2444500942X9GXFABV	WALGREENS #9584 SCOTTSDALE AZ	\$8,89
04/08	04/09	٧	#2444500942X9GXFQLV	OFFICE MAX SCOTTSDALE AZ	\$46.29
04/09	04/09	٧	#2471705344QLB1DY1V	ROYAL PALMS INN F&B PHOENIX AZ	\$19.00
04/10	04/10	٧	#242269##5AF9ZPAB2V	WM SUPERCENTER SCOTTSDALE AZ	\$51.95
04/10	04/10	٧	#2443105366SE2H4N6V	ROMANOS 1042 SCOTTSDALE AZ	\$95.00
04/11	04/11	ý		CHIPOTLE 1271 STERLING VA	\$6,41
04/12	04/12	Ÿ	\$24\$160687FYN48RHDY	SHELL OIL 57441454600 PHOENIX AZ	\$71.95
04/13	04/13	Ý	#947078098LS0HX5V6V	MAUI JIM SUNGLASSES 800-4440248 IL	\$10.00
04/13	04/13	Ý	#24209809907QC69E3V	ETHIOPIA 0718648599932 ALEXANDRIA VA	\$2,347,90
		•	04/17/11	OWANGANSOME	4-14-14-44
			1 ET L	ABUJÁ ADDIS ABARA	
			2 ET Ĺ	ADDIS ABABA BELING	
			SETJ	BEIJING ADDIS ABABA	
			4ET J	ADDIS ABABA ABUJA	
04/13	04/13	٧	#947170538GX4HNKJ1V	AGENT FEE 8000557112521 C & HINTL CA	\$82.00
		•	04/13/11	OWANIRANSOME	400.00
			1 XD X	XAA XAO	
04/14	04/14	٧	#74243673900096N1RY	NIRMSCO PROPERTIES ABUJA NG	\$1,575.21
				1108 244000.00 586 0.008455778	
04/15	04/15	¥	#2469216990081FIK9DV	ALA"ALLEGIANT AIR 702-505-8888 NV	\$626,70
04/19	04/19	V	#24692143D005H974PV	BLOCKBUSTER.COM 868-692-2789 TX	\$21,85
04/19	04/19	٧		CIRCLE KOSS15 Q47 SCOTTSDALE AZ	\$45,00
04/20	04/20	٧	#24323013EGRICRIM4X8V	FABRIC DEPOT AVONDALE AVONDALE AZ	\$263,05
04/20	04/20	٧	#24898003FWXKI_IZAXV	QT 497 05004978 PHOENIX AZ	\$73.70
04/20	04/20	٧	#74916803F3796QBVQV	BAOLIDASHA LTD BELJING ON	\$1,238,26
04/21	04/21	¥	#24013393G09KVH33FV	AT EASE SCOTTSDALE SCOTTSDALE AZ	\$92.61
04/21	04/21	Y	#24164073G2LR7RAWKY	TARGET 00019607 PHOENIX AZ	\$30.59
94/21	04/21	٧	#24445009G92X9GN4KXV	NORDSTROM-RACK #0879 SCOTTSDALE AZ	\$238.31
04/21	04/21	٧	#24445008GZX9GN4NHV	NORDSTROM #0360 SCOTTSDALE AZ	\$92.61
04/21	0 4/21	Y	#24445003GIZX9GN4RJV	NORDSTROM 10380 SCOTTSDALE AZ ACC001865	\$54.42
04/21	04/21	٧	#24446009G2X9GN4Y8V	NORDSTROM 40880 SCOTTSDALE AZ FILE #8302	\$489.82
04/25	04/25	٧	\$74916803L3BY75GZ5V	BAOLIDASHA LTD BEIJING ON	\$910,47



Account Summary	
Statement closing date	05/08/11
Account Number	1431
Payment due date	06/02/11

rans Date	Post Date	Card	Reference Number	ransactions (cominued)	Amount
an rec	T Wat Dock	-		Transactions (continued)	
05/01	05/01	٧	#246104385231ZQHM9V	CHEESECAKE NO SCOTTSDALE SCOTTSDALE AZ	\$109,00
05/01	05/01	٧	#74918803V3HH1KG13V	BAOLIDASHA LTD BELJING ON	\$951,50
05/02	05/02	٧	#24692168900HENKAWY	LTF LIFE TIME MO DUES 888-430-5432 MN	\$140,90
05/02	05/02	γ	#2476187SV3PAANMGKV	CIRCLE K 05915 047 SCOTTSDALE AZ	\$20.12
05/03	05/03	¥	#24122563WWGNMAAP2V	SUMMIT CLEANERS SCOTTSDALE AZ	\$37,65
05/03	05/03	Y	#24164073W7DJY22P4V	SUBWAY 00369819 SCOTTSDALE AZ	\$8,17
05/03	05/03	٧	#24610433V03RZBN7DV	MARRIOTT 337X2 JW DESERT PHOENIX AZ	\$575.00
05/03	05/Q3	٧	#24610433V08RZBPPVV	NARRIOTT \$57)(2.JW DESERT PHOENIX AZ	\$142.50
05/03	05/03	٧	#24692163W00VR726_EV	LIFE TIME CAFE 156054 PHOENIX AZ	\$10.68
05/03	05/03	٧	#24761979W3PABM6A1V	OIRCLE K 05915 Q47 SOOTTSDALE AZ	\$81,15
05/04	05/04	٧	V5W3750030XWWV57KWGV	QT 497 05004973 PHOENIX AZ	\$100,00
05/04	05/04	V	#24717053XT9D61HH6V	DELTA AIR 0002349858363 ATLANTA GA	\$5.00
			05/12/11	STEINER/STEPHEN	
			1 DLN	PHOENIX SALT LAKE CITY	
			2 DL N	SALT LAKE CITY PHOENIX	
05/04	05/04	٧	#24717053XTBD9367NV	DELTA AIR 0082349024800 LOS ANGELES CA	\$229.40
			05/12/11	STEINERMARK G	
			1 DLT	PHOENIX SALT LAKE OTTY	
			2 DLT	SALT LAKE CITY PHOENIX	
05/05	05/05	٧	#24367243Y9FDKSLGAV	FROMYOUFLOWERS PROFLOW 800-8388853 CT	\$92,97
05/05	05/05	٧	#2441800323NGEJKK5V	602,957,9700HILLSTONE PHOENIX AZ	\$60,00
05/05	05/05	٧	#24761973Y3PADJHK2V	CIRCLE K 05915 Q47 SCOTTSDALE AZ	\$69.00
05/06	05/08	٧	#24682183Y00Q2B6QGV	1-800-FLOWERS.COMJINC, 800-468-1141 NY	\$77.98
05/06	05/06	V	#24692163Y00Q286QRV	1-800-FLOWERS.COMUNC, 800-468-1141 NY	\$72.98
05/07	05/07	٧	\$9449398408AJB1VY7V	BARRO'S PIZZA SCOTTSDALE AZ	\$25.74
				TOTAL TRANSACTIONS FOR THIS PERIOD	\$13,451,07
				Fees	·
04/14	04/14		74243673900096N1R	FOREIGN TRAN CHG	\$1 5 .75
04/20	04/20		74915803F3796QBVQ	FOREIGN TRAN CHG	\$12,38
04/25	04/25		74918803L3BY79GZ5	FOREIGN TRAN CHG	\$9.10
04/27	04/27		74529213N97HNWEVZ	FOREIGN TRAN CHG	\$1.28
04/29 04/30	04/29		74938089TD()774X80	FOREIGN TRAN CHG	\$0,37
	04/30		74055483F100QJ6EJM	FOREIGN TRAN OHG	\$1.01
05/01	06/01		7491880SV9HH1KG1S	FOREIGN TRAN CHG	\$9.51
				TOTAL FEES FOR THIS PERIOD	\$49.40
				Interest Charged	
1*				INTEREST CHARGED ON PURCHASES	\$0.00
				INTEREST CHARGED ON CASH ADVANCES	\$0,00
				INTEREST CHARGED ON BALANCE TRANSFERS TOTAL INTEREST FOR THIS PERIOD	\$0.00 0a_az

2011 Totals Year-to-Dat	te e
Total fees charged in 2011	6 82.63
Total Interest charged in 2011	\$0,00

Important Messages

Interest Charge Calculation Your Annual Percentage Rate (APR) is the ennual interest rate on your account. Type of Balance Regular Purchases (v) Regular Cash Advances (v) 1. Interest Charge 2.50% 2.50% 3.000 3.000 3.000 3.000

The APR for a balance type followed by a (V) is a variable rate.

Paying Interest and Your Grace Period; We will not charge you any further interest on your Purchase Balance on this Statement if you pay your entire New Balance by your Payment Due Date of 09/02/11.

*Belence Computation Method: Average Daily Balance (including New Purchases). For more information about how we calculate the Balance Subject to interest Rate and how resulting interest was determined, call (800) 531-8722

 ACC001866	Additional Disclosures	T
 FILE #8302		Additional Disclosures continue on next page.



Account Surrenary	
Statement closing date	69/07/12
Accepted Nurobut	5452
Pregnant dae dale	10/02/12

				Tansactions (continued)	·
ransact	One jount				,
			Reference Mumber	Description	Amount
			09/12/12	LLINSPORDAMILLIAM BOY	
			1 UAK	FORT WORTH SAN FRANCISCO	
			2 UA K	SAN FRANCISCO BELING	1
			JUAK	BELING SAN FRANCISCO	
			4UAK	SAN PRANCISCO FORT WORTH	
08/27	08/27	٧	#2403621LE75Y67MRYV	UNITED AIR O'INTERMEDITÀ ROSEMEAD CA	\$1,192.00
			09/12/12	STENERMARK GLENDON	
			1 UAK	PHOENIX SAN FRANCISCO	i i
			ZUAK	SAN FRANCISCO BELING	1
			SUAK	BELING SAN FRANCISCO	}.
			4 LIAR	SAN FRANCISCO PHOENIX	
08/27	09/27	٧	#240#621LE76Y67MTGV	UNITED AIR IN167128360514 ROSEMEAD CA	\$1,240.90
			09/04/12	STEINENMARK GLENDON	1.
			1 UÁQ	BEJING SAN FRANCISCO	I
			2 UAQ	SAN FRANCISCO PHOENIX	. 1
08/58	(25/25	¥	#246#21 BL1002LIGHTAY	Amezon Services-Kindle 858-821-8951 WA	\$5.00
08/30	08/90	٧	\$2489218L9000A7J41V	APL'APPLETITATES STORE BEST127759 OA	\$1.41
08/20	08/90	٧	VS-VF-B/DOOR_ISTSPRINGS	APLYAPPLE ITUNES STORE MIS-712-7753 CA	18.58
09/01	09/01	¥	#2409216LS007VSWNKV	Arteszori Stervicen-Kindle 886-921-8891 WA	\$8.85
09/01	09/01	٧	\$248921 BL5009BEBHQV	LIT LIFE TIME MO DUES 888-430-6432 MN	\$143.90
09/02	09/02	¥	#2443106L78B1YT27WY	DIVERSE DANCE STUDIO LLC 802-795-4708-AZ	\$260,00
09/03	09/03	Ý	\$7481680L876W52C3EV	BELINGBAIDEHLACHANGCANYI BELLING CN	\$42.76
00/04	09/04	¥	\$7438310L9TQ8L9GYSV	BJ ARPIRT FOOD SERVICE C BELING ON	225.50
09/04	08/04	Y	#2443106L955WZ55VCIV	ROMANOS 1233 PHOENEX: AZ	\$115,88
09/04	09/04	Y	#7491680L9X7TYTHNDV	BADUDASHAYOLOGANGONGSI BELING CN	\$158.12
				2849 1000.00 159 S. 1581 90000	· 4
09/05	09405	Y	#2444500LACO#SNSFRRV	LIPETOLICH NISS CHILINE PAY 866-486-0906 MIN	\$10.00
09/05	09/05	y	#2444500LACO45NSXWV	LIFETOLICH NSS CHLINE PAY MIS-485-0906 MIN	\$10,00
0006	20/06	¥	#2444500LDBPGCTTJP5V	FRYS-VIKTPLACE #618 PHOENIX AZ	. \$8,30
09/05	00/05	٧	#2444800L98PGQTJTTV	FRYS FUEL # 7616 PHOENIX AZ	\$49,00
09/08	00/06	٧	#2430000LAWX2FYZTHV	CT 457 09004973 PHOENIX AZ	\$78.00
80/85	08/06	¥	#2469216LAXXLH#DTPV	SPRINT WIRELESS 600-696-5111 KS	\$595.23
adieo	09/06	٧	#2475542LAINQ40LEGV	Priecision Marine (Saghluar Mesa Az	\$99.00
	_			Yoki Transactions For This Period	\$14,297.29
Fees					
mes late	Post Date	Care	Reference Number	Description	Appearet
88/22	08/22		740554610/008Y25N2	FOREIGN TRANICHIR	\$1.29
08/23	08/26		740291910t0t09DRYJG	FOREIGN TRAN CHG	\$0,68
08/23	09/25		74620211003HYZ9GZZ	FOREIGN TRAN CHO	\$0.59
08/25	06/26		7491690LDSYFWVTW5	POREIGN TRAN CHG	\$9.57
08/26	09/26		7472912L0134M07W5	FOREIGN TRAN CHIS	\$21.00
08/03	08/05		7491890L876W02CSE	FOREIGN TRAN CHIS	\$0.43
00/04	09/04		7495910L9TQ9L3GYS	POREIGN TRAN CHO	\$0,20
09/04	09/04		7401880L977TY7FBND	POREIGN TRAN CHG	\$1.58
				Total Fines For This Period	\$35,70
nterest (Charged				
		Car	Reference Muraber	Description	Annount
				NTEREST CHARGED ON PURCHASES	\$0.00
				INTEREST CHARGED ON CASH ADVANCES	\$0,00
				INTEREST CHARGED ON BALANCE TRANSFERS	\$0.00
				Total laterest For This Period	\$5.98

2012 Totals Year-to-Date
Total fear cloraged in 2012 \$144.20
Total fear cloraged in 2012 \$180.67

THE PARTY	oct	nd N	Land or	90e

Interest Charge Ca	leulation		
Your Award Percentage Rate (APR) is the acresi interest rate on your account.			
	Amual Percentage	Balarica Subject to	
Type of Balance	Rate (APR)	Interest Rate *	Interest Charge
Pargular Purchases (v)	8.80%	\$0.00	\$0.00
Regular Cash Advances:(v)	8.90%	\$1.00	\$0.00
•			

The APR for a belience type followed by a (v) is a variable side.

Paying interest and Your Grace Pariod: We will not charge your any further interest on your Purchase Bilaton on this Statement if you pay your entire Man Balance by your Payment Due Date of 1992/12.

"Balance Computation Method: Average Daily Balance (Including New Pubshasses). For more information about now we calculate the Balance Subject to Independ Rate and from resulting interest was deficusioned, cell (800) 681-6722.

Additional Disclosures	
	Additional Disclosume continue on next page

ACC004371 FILE #8302

Payment Conditions. Payments must be reade in U.S. dollars and drawn on suries on deposit at invincial institutions installed by the F.O.L.C. Do not made cash. Payments received by the by 5 per sentral time-will be excelled as of the samp day if the payments in L.S. dollars and sende;

By object or secret-order drawn for a flasquish institution to posted in the U.S. or the post office, accompanied only with this payment coupon or your account number, and either made to our justyment indicates on the stant or delivered in person to us (do not read, cash);

Electronically on users over flastup in third-party fell paying service; or

Telephonically by calling 1-800-651-6722.
Payments that we completed on not meet the above requirements will be castlind within 5 days. We reserve the right to withhold credit availability until we confirm receipt of good funds.

Account Settlements, You carried settle your account belience without our watter, agreement, if you want to settle your account for less than the New Balance (for exemple if you depote the ensure you care or you seemed allow to pay what you owe), you must write to us at USAA Credit Card Resolution Services, P.O. Box 54864, San Antonio, TX 748865 and we must agree in writing. Otherwise, we may provide your payment and it will not release you from paying the remaining unpost believes or result in the record and exhibitation.

Rewards Summary (continued)

FOR QUESTIONS ABOUT YOUR USAA CASH REWARDS PROGRAM CALL (880) 531-8722...

<u> </u>				Transactions	
ayment	s and Cre	dits	,		,
			Paterance Number	Description	Amount
08/38	08/29	- 	#74802181.10099(CEDTV	Amezon Sarviese-Kindle 886-021- CREDIT	\$5.00-
09/01		Ü	87-827089LBZTOWXDPPV	LIBAA DOM PHIT-THANK YOU BAN ANTONIO TX	SL100.00-
OB/31	09/02	ŭ	#7416407LBZLRQDPBGV	TAPRSET DUDISHOT PHOENIX A DIFECUT	\$21.86-
COVAT	UNITE	*	ALA IO-STATISTICO DA		SL 124.36
				Total Paymenter And Credits For This Period	\$4,123,34
ransact	ions				
Class Date	Post Date	Card	Reference Hamber	Description	Amount
08/08	08/09	٧	#2435178ICDPGGT7DMTV	Experies Credit reports 7-997790 CA	\$19,25
09/09	38/08	٧	#2442733KDLYHY9917XV	PARADISE BAKERY L GAFE SCOTTSDALE AZ	\$4.12
08/09	08/09	v	#3440Q1-BC-TRPB3WEE11V	PAYPAL DALEDGROUP 402-005-7738 NY	\$2,75
CB/07	06/09	¥	#2481048KU03RCYYDGDCV	AUTOPAY/DISHINTWIC 800-894-9191 DO	\$87.95
OB/DE	09/09	v	#246021EKDDODBOWFE2V	APL-APPLE TRAVER STORE ME-TI-1785 CA	\$2.81
08/08	09/09	v	#2490641XENANHEPYGY	PCF/Fectors F2 120 #77-1007345 MA	274.08
98/11	09711	v	#2C79E42K/S_BI4CYMFLIGHT	PRECISION MARINE ISAGHLIAR MESA AZ	\$24.57
09/12	09/12	ŭ	#2445501XLIGAHXAREV	WAL-MART #2786 SCHTTSDALE AZ	\$107.86
09/12	08/12	v	ENGEZION-KONGCKYSV	APLAPPLE TUNES STORE 186-712-7758 CA	Haret
08/12	08/12 27/80	¥	ASARTISM ASARTS	PARADISE BAKERY & CAFE BOOTTSDALE AZ	\$11.13
	06/13	v			
09/13		-	#24GB21GQQD01G4Y1LV	CIRCLE KOPRESCOTIEDALE AZ	871.00
08/14	06/14	V	#244#106 CLEETYSTESV	DIVERSE DANCE STUDIO LLC 802-795-1708 AZ	\$360,00
09/14	08/14	V	M245N29BIC.EL,ILACICZY	WHOLESALE AUTO PARTS PHOBICK AZ	83/82.91
06/16	08/16	A.	#2440215IGNETHEFIGN	PAYPAL "PRINETIMENT #02-805-7783 CA	\$145,00
37.60	08/16	٧	#2449398KU/UED1YZ/CJY	ATET DATA 800-331-0600-QA	\$14.00 -
98/18	08/16	V	#2449886F0\BITT!P5M5V	PINNACLE PEAK GENERAL ST SCOTTSDALE AZ	\$40,00 j ₁
08/15	08/16-	٧	#2480216KWOOLAPUNSV	APLYAPPLE TUNES STORE MIS-712-7755 CA	\$1.41
DB/17	08/17	٧	AXEN BALLON DOLLARS	APL*APPLETTUMES STOLPE 886-712-7753 CA	15.52
08/17	08/17	γ	#B46921690ND034HKXYY	LIFE TIME CAFE 198064 PHOBIX AZ	as.11 μ
08/17	08/17	٧	#2471705KPGYA71FG6V	AIR CHINA 9001952530105 ROSEMEAD CA	\$1,368.00
			08/17/12	STEMERAARK GL	-
			1 CAY	XAA XAO	i
08/17	08/17	٧	#2471705KPGYA71G39V	AIR CHINA 9007198107211 ROSEMEAD CA	\$1,189.00
	0017	•	08/19/12	LUNGFORDAWILLIA	41,100,10
			HAAH	FORT WORTH VANCOUVER	ŀ
			2 CA H	VANCOUVER BEJONG	
***	****	v			l·
08/17	06/17	٧	#2471705KPTCICXFGTMV	AGENT FEE BOOKSESSITS C & HINTL CA	\$75.00
			09/17/16	STEDNERMARK	. 1
			130 X	XAA XAD .	
08/17	00/17	Y	#2473509KF50FB6ZF9KY	SUMMIT CLEANERS SCOTTSDALE XZ	\$54.54 j
09/17	08/17	٧	#367879KITCPSPC9NLL355V	NONA GRILL CITY NORTH 128 PHOENIX AZ	\$80.00
ONTE	06/18		NHIODEODOPHV	CERCLE KOMMISSOOTTSDACE AZ	\$70.27
08/20	06/30	٧	#2440218IOSF#OSSZB0TV	PAYPAL "PAYMENTS 402-885-7798 CA	\$100.0m
OB/20	08/20	¥	490790761080GH26JBGV	GROOMING AT GRAYHAINK 800-0774510 AZ	275.00
08/22	06/22	٧	#7405549KV005Y29N2Y	Hardrock Curio BAIG 1820680 Beijing CN	\$128.80
08/28	08/23	٧	#7402918/OD030RYJGV	BLE JING BAI DE HUA CHANG BEL JING CH	\$5B.44
•			•	2209 269,00 185 0,158373069	
09/23	09/23	٧	\$746262:UC\$HYZBGZZV	Bulling TGI Friday's Rest SELUNG CN	\$50.08
		•		2227 575.00 158 10.160357801	I.
08/24	08/24	v	#2480216IC000XFSVKVV	APL'APPLE TUNES STORE \$65-712-7793 CA	81,41
08/25	08/26	v	#Z#GIRECLOSYPWYTWSV	BAOLIDASHAYOUXUANGONGSI BELINGI CN	\$0,41
AR 20	~~.	٠.	2-4-1000000 LLMA \$20A		W.R.F., 00
***		.,		2240 6298.10 186 6.158369744	
08/26	06/26		\$7472918L0134047745V	PHOTEA HOTEL KAMPALA KAMPALA LIG	32,100.00
06/27	08/27		#2408621L275Y6/YAPEV	UNITED AIR 0187128980811 ROSEMEAD CA	\$1,292.50
			09/04/12	LUNISFORDAVILLIAM BOY	11
			1 LIAQ	BELING SAN FRANCISCO	11
			2 UAC	SAN FRANCISCO FORT WORTH	. } }
08/27	08/27		\$2409621L275Y67MPNV	UNITED AIR DISTIRESONS TO FIGURE AD CA	\$1,397.00

ACC004370 FILE #8302



Account Summary]
Statement closing date	09/07/11
Accesure Newsbor	5452
Payment dos date	10/02/11

raneacti	ions (centi	rued)		Transactions (commund)	
			Parlamente Municipat	Description .	Amount
06/21	05/21	¥	890717057 NELYBAXTAIN	FRONTIER AI 4228678551855 SAN ANTONIO TX	\$130.40
			09/27/11	STEHERMARK	1
			1 Pa W	SALT LAKE CITY DENVER	ŀ
			2 P9 W	DERIVER PHOENIX	1
08/21	08/21	٧	#24717057 AGYB-CCT4SY	FRONTIER À 4229679551864 BAN ANTONIO TX	\$130.40
			09/27/11	STEINERSHELLY	1
			1 F# W 2 F# W	SALILAKE CITY DENVER DENVER PHOENIX	. 1
06/21	ONCH	٧	KS-C725157NSDECDBWXCDV	ANCON SKYDIVE RESERVA CHARLEVOIX MI	\$12.00
.08/22	06/22	v	#24013997B0PD1X3SRV	NATIVE NEW YORKER MARICOPA AZ	\$52.00
88/22	08/22	v	#24427397BLU#26461OV	CHICK-FIL-A 609684 SCOTTSDALE AZ	\$15.00
08/22	08/22	v	894431067B4B4YAXKGV	SKY DIVE PHOENIX TEMPE AZ	\$496,00
08/22	09/22	v	22453299736V26R2TYV	WHOLESALE AUTO PARTS PHOENIX AZ	\$999.45
09/22	09/22	Ÿ	#24717057A60Q5B08QV	DANNYS FAMILY CAR WASH 41 SCOTTSDALE AZ	\$79.59
08/23	08/23	¥	#2446007Q#XBBT46NV	OFFICE MAX SCOTTSDALE AZ	\$72.00
08/23	08/23	٠٧	#248104S7Q00F6GXB6Y	THE HOME DEPOT 472 SCOTTSDALE AZ	\$28,29
08/23	DB/23	₩	#BOTH1877CHPONGNGRV	OFFICIE KOSPIS OUTSOUTSDALE AZ	\$72.75
09/24	98/B4	٧	#84129427D2X469GB1V	LISA TRAVEL CIENTER LLO KINGMAN AZ	\$32.00
06/24	08/24	٧	#244273377DLM2W74YOV	REDICLEFF SINCLAIR WASHINGTON UT	\$44.00
08/24	06/24	٧	#24082167C000N1Z4EHV	Amezon Services-Kindle 988-321-8851 WA	\$10.79
OB/24	06/24	٧	#24761977D3PDPD2FXY	CIRCLE K 08840 O47 PHOENIX AZ	\$45.01
08/25	08/25	¥	#240460S7D006TL.134Y	CHEVRON-00075028 SPRINGWILLE UT	\$83.00
08/25	09/25	A	#24.16407/EXERVEXEN	TARGET COSTISH OREM LIT	\$254.71
08/25	06/25	γ	#24207967E7T73KG#K7V	RC WILLEY OREM OREM UT	\$416.65
08/25	08/25	V	#2CI26267EAFHD13GRV	WM SUPERCENTER SPRINGVILLE UT	\$208.10
08/25	08/25 08/25	Y	#3/3/#817BGSYRNUKIV	BED BATH & BEYOND \$222 SOUTH OREM UT	
09/25 09/25	08/25	V	#24329017DFTB/CB7ABV #24512597DGBBHB2EBV	HOBBLE CREEK GOLF COUR SPRINGVILLE UT HOBBLE ORIEEK GOLF SHOP SPRINGVILLE UT	\$36.00 \$31.00
OBV26	08/26	v	#2412007PEKV7C2SESV	SUPLY MAC ORBIT OLD	\$80,11
08/26	08/28	Ÿ	#24#29017FGDGSRVYWV	CARRABBAS assol OFEM LIT	\$86.00
09/25	06/25	v	124492157ERP900000Y	RIVERWOODS SOISSIGNS UT	\$45.00
DB/27	06/27	Ÿ	\$24103337H001LKH64V	MEMADIANG MONEYBOOKETS GB	\$21.96
00/27	06/27	•		FOREIGN TRAN CHIE	\$0.22
08/27	06/27	Y	VELTEXAXEN/NORTEENS	BYU BOOKSTORE PROVID UT	\$8.53
00/27	08/27	٧	ASTERNATION AND AND AND AND AND AND AND AND AND AN	BYU BOOKSTORE PROVO LIT	\$120.60
DB/27	08/27	Y	MONTH THE THE THE	BYU BOOKSTORE PROVO UT	\$31.50
06/27	08/27	Y	WHAT SET CHATTANICHY	DENNY'S #7482 PROVO UT	\$48.00
08/27	08/27	٧	#246104970231XELJAV	CHEESEOAKE NO SCOTTSDALE SCOTTSDALE AZ	\$83,00
00/20	08/26	¥	#244356571 ELRPHO79V	JACK IN THE BOX #1680 SCOTTSDALE AZ	\$10.85
06/28	D6/26	٧	#24483MF/GUZZPMDEYV	ATTMP285004277895MTZ 800-031-0500 GA	\$1,073.46
OS/2B	08/26	٧	#24810437@03FUD4LJWV	MARRIOTT PROVO HTULGONE PROVO UT	\$270.62
08/28	06/26	٧	#245#2167GDE#94F7V	Amuson Services-Kindle 888-321-8851 WA	\$10.79
08/20	08/29	٧	#24071057J4K9LZ9S4V	BARROS PIZZA - SCOTTSD SCOTTSDALE AZ	\$12.98
08/29	06/29	V	#24445007-1230ET_ISUNV	WENDYS 19865 Q36 PHOENEX AZ	\$11.77
08/23	06/29		VILOSHANHOUTV	WAL-MART #2766 SCOTTSDALE AZ	\$170.57
06/SC 06/S1	06/90	V	#B44@DUTJEPFY7NS1V	PRYS-POOD-DRIG #0678 SCOTTSDALE AZ	\$39.39
06/31 06/31	08/91 08/91	Y	#244(8007L2X8YPDY2Y	MARISHALLS REM PHOENIX AZ	\$19.55
08/87 09/01	08/91 09/01	-	#PATRICITY TOPOGRADA	ORICLE KIGSIS OUTSOATE AZ	\$86.00
-arci	UNIT O	4	#840992171.J@P85GF8V DBAS911	SOUTHWESTAMBEEZISTOSTSTS DALLAS TX	\$259.40
			1 WN M	STEINERASTEPHEN MARK, SALT LAKE CITY PHOENIX	Ì
			1 1991 M 2:WN M	PHOENEX SALT LAKE CITY	
02/01	OB/C1	٧	#74055457L00FGEXPEV	Handiook Cells BUG: 1920500 Belling CN	\$157.55
09/01	DB/C1	•	· · · · · · · · · · · · · · · · · · ·	POREIGN TRAN CHG	88.14
09/01	09/01	٧	#24445007M2XSFSY31V	WALGREENS AREA SCOTTSDALE AZ	\$30.66
09/01	09/01		#24892)\$7L009EKLVKV	LTP*UFE TIME MO DUES BBS-430-8432 MM	\$140.50
09/01	CREADA		#24781977MBQ8AXN2NV	HOLLYWOOD TANS SCOTTSDALE AZ	\$43.98
0901	09/01		#24761977MBCBAXMBV	HOLLYWOOD TANK SCOTTSDALE AZ	\$40,49
09/02	09/02	Ý	#2491396FT0G1YX17AV	LOCAL BISTING SCOTTSDALE AZ	\$14.17
00/02	OB/02	Ý	#2421073/N617LEHIWDY	GE SCOTTSDALE PROBLEX AZ	876.24
09/02	00/02		#24901977MIDWAMUPEY	THE ECONOLIST NEWSPAPER 1800-4886888 NY	\$24.95
09/02	00/02		#24780307N78QWLSQDV	DEES DANCEWEAR 9 PHOENIX AZ	\$37.54
20/09	09/03		#MO43737PWGMELUSEY	SCHOLOTZSKY'S SCOTTSDALE AZ	\$24.80
80/08	09/08		#74983107P45E2YNAWY	BJ YONGTAI HOTEL LTD. DOG BELING CH	\$650.00
29/08	09/03		•	PORESON TRAM CHO	\$5.50
65/09	09/03	y	674303107P00E2YN#QV	BJ YONGTAI HOTEL LTD. DOC BELING ON	\$2,292.55
30/03	on/os			FOREIGN TRAN CHG	\$22.93
DE 103	09/03	٧	#74568107P8022YM90V	BLI YONGTAI HOTEL LITO, DOO BELJING ON	\$850.00
CB/CB	09/05			FOREIGN TRAN CHG	36.60
09/03	09/05		#R4445DU7PODSA7SE4V	BAMESTOP REPROBLECTINGULE AZ	\$65.36
SEN (33	05/09		VIONELABOTYPESAES	WAL-MART #276 SCOTTSDALE AZ	\$268.07
DB/02	09/08		#24493967R5V67YVRMV	GRINALDIS PRZERIA SCOTTEDALE AZ	\$72,65
09/05	09/03		#24761977P61DKD46WV	HI-HEALTH #76 SCOTTSDALE AZ	\$29,50
OB/04	09/04		#343 TEOR/REYMMYZKUV	SHELLIOIL 57441584104 SCOTTSDALE AZ	\$29,00
09/04	00/04		#24761977RSPE1YDVSV	CIRCLE K 05916 047 BCOTTSDALE AZ	.986.50
09/05	09/05		1947 SETEMBER MOTON	PRECISION MARINE (SAGHWAR MESA AZ	241.94
09/05	00/05	٧ :	#7408MOS/TOC377WOOHV	BISHENGKEPISABING BELING ON	\$94.BI
				1949 412.00 155 Q.158890386	42

ACC004314 FILE #8302 Programs Conditions. Programs must be made in U.S. doless and drawn or trained or deposit at improbal inclinations instructor instruction by the F.D.L.C. Do not mail cash. Programs received by us by 5 pm central time will be preclied as of the same day if the programs in in U.S. dolless and exacts.

By check or microsty order driving or a lineupolal indituation bouled in the U.S. or the post office, accomparised only with this payment compon or your account surples, and within smilled to our preprints address on the transfer delivered in person to us (do not made each):

Electronically or summer are tweeting a thirt-party bill paying service; or
Talespectually by cashing 4-00-55-16-722.

Payments that we account that to not meet the above requirements will be credited within 5 days. We reserve the right to withhold credit availability until we continue require of good fereign.

Accessed Sattlements, You carried eathly your account behaves without our written agreement, if you went to settle your account for less than the New Balance (for exemple it you depote the executy you one or you carried eather to pay what you own), you next write to us at USAA Credit Card Resolution Services, P.O. Sex 36894, San Antonio, TX 78885 and we must agree in writing. Otherwise, we may process your payment and it will not reference you from paying the remaining carpeted behavior or restall in its account and entirelaction.

—	Secure 4	Description	urd Reference Number		Post Date	
_	\$56.7	VANS KIRAS PROBROX AZ CREDIT		7	08/14	09/11
	\$16.2	MARSHALLS 1824 PHOENIX AZ CREDIT		Ÿ	08/14	08/11
	\$18.3	MARSHALLS 1994 PHOENIX AZ CRIEDIT		Ÿ	08/14	08/11
.53	\$8.6	WAL-MART #2746 SEZ SCOTTSDALE CREDIT		Ý	08/17	08/18
76-	\$7,789.7	USAA COM PMT-THANK YOU SAN ANTONIO TX	######################################	Υ	06/26	08/24
	\$10.7	TARGET 00017541 ORIEN UT CREDIT	#74184077ENLRODGONY	Ý	06/26	00/26
	. \$82.0	TARGET 00017541 OREM UT CREDIT		٧	06/25	06/26
	348.0	SMPLY MAC OREM UT CREDIT		v	06/26	08/26
DO-	\$111.0	BYU BOOKSTORE PROVO UT CREDIT	#74397mg7H48XAX5LDV	Ý	09/90	08/27
	\$54.4	APPLE STORE PROSE SCOTTSDALE AZ CREDIT		M	09/07	90/00
	#1.144.2	Total Payments And Credits For This Period				
				_	ons	ransacii
	Amount	Description	rd Rateresca Mamber	Cand	Post Date	
A	\$61.5	CHEVRON OCSOSABO KINGMAN AZ	#240460360001FBF85V	V	08/08	06/08
20	\$181.8	WAI SUPERCENTER PHOENIX AZ	#2422538EYAGEDDW7WV	٧	08/09	08/88
	\$74.2	SHELL OIL 57441454600 PHOENIX AZ		٧	DB/09	08/89
	\$99.0	SHELL CIL 93004138862 FOUNTAIN HLE AZ		٧	DB/09	06/08
	\$180.9	CALLVILLE BAY LAKE MEAD NV		Ÿ.	00/00	OB/07
	\$3.3	CALLVILLE BAY LAKE MEAD NV		Ÿ	09/09	DB/07
	813.4	CALLVILLE BAY LAKE NEAD MY		V	08/09	09/07
	851.4	CALLVELLE BAY LAKE MEAD NV	#34497896MJA7W64ZYY	٧	09/09	09/07
00	\$40.0	ACTYPHS ONLINESING 877-228-4881 CA	#24602166000F6TP6TV	٧	09/06	09/08
20	8699 .2	BYU HOUSING & DINING NOT-(22-4644 UT	#245230162/GPLAH2PLIV	٧	08/10	CEY10
.48	\$163.4	VANS FORET SCOTTSDALE AZ	#24427396YLYHVAXXB6V	¥	01/90	09/10
	\$84,5	PACSUN 40154 SCOTTSDALE AZ	#2443666EZPGRSWD66V	Y	05/10	D8/10
.21	\$17.2	F21-6942 SCOTTSDALE AZ	#24400008Z.IAPNIHBAV	Ÿ	berto	09/12
L	\$126.3	MOUSTRUL PEDESHOP SF SCOTTSCALE AZ	42/791976ZB181SRNSY	٧	06/10	08/10
.19	\$89,1	GIS SCIOTISONILE PHOENIX AZ	#242107570617LEHA6V	٧	08/11	09/11
	\$76.7	MARSHALLS #824 PHOENIX AZ		Y	06/12	09/12
	. 62.1	APL'APPLE ITUNES STORE 865-713-7553 CA	#2469216700043TMWV	٧	09/12	08/12
00	\$75.0	CHILI'S GRISOSOCOUSS Secondain AZ		٧	06/13	GENEO
	\$50,0	VANS.COM PHISHOP, VANS. CA	#2423168710F(BW198LDV	Y	08/13	06/13
00	\$98.0	SHELL OIL 98004198882 FOUNTAIN HUS AZ	#2451R0672FYDWELEFY	٠٧	08/13	DB/13
	\$1610	WM SUPERCENTER SCOTTSBALE AZ	#242ENE7-LAFABHSFWV	٧	08/15	08/15
.45	\$43.4	LOWER COURSE SCOTTEDALE AZ	#2/892167300PW/JTL2V	₩.	08/15	08/15
.00	600.0	CIRCLE KOSME ON SCOTTSDALE AZ	#34DE1977;33PCQY1H3V	٧	08/15	OB/15
. SZ	\$126.6	MASTER BALLET ACADEMY PHOEMX AZ	#240710676WP9[N78D1V	٧	06/16	08/16
	\$25.5t	PRECISION MARINE (SASHUAR MESA AZ	JEST7554271JNISJDEVFV	٧.	08/16	00/16
ao 1	840.0	ZOLTONS GALON & DAY SPA SCOTTSDALE AZ	#2406#262666A196#4XXA	A	08/17	OB/17
	33. 9	LISPS 08798306333089876 SCOTTSOALE AZ	#941640776Q5GF368QV	٧	08/17	09/17
	\$21.8	CORCLE K 08685 Q47 PHOEMIX AZ	#34761407/60PDGFIBEBY	٧	OB/17	08/17
	\$73.0	CIRCLE KOSSIS OUT SCOTTSDALE AZ	#2#761#7763PDGV8ZPV	γ .	08/17	09/17
	\$25.00	DIORIAN STUDEO 509-4647156 WA	8243079277586,NGZYY	٧	Q9/18	08/18
	\$70.8	PRYS-POOD-DRG #0873 SCOTTSDALE AZ	#244450X7766F4-TV6-115V	٧	08/18	00/18
- 1	\$47.0	PRECISION MARINE (SAGHUAR MESA, AZ	#307584277JNGAVD1PIV	٧	08/18	06/18
	\$27.3	PT HILTON LIDOROUT GOLF PHOENIX AZ			09/18	08/18
	\$16.4	PT HILTON LOOKOUT GOLF PHOENIX AZ	#24908047615H157KVV	¥	83/60	00/16
	\$169,63	COMBS AUTO REPAIR SCOTTSDALE AZ	#240SECOTERAP4N7CEYV	y	08/19	08/19
	\$181.27	PGA TOUR SUPERSTORE SO SCOTTSDALE AZ	32442/3378LMETYCMHV	¥	09/19	08/19
	65.53	GAMESTOP \$2780 SCOTTSDALE AZ	#24450078004F7H10V	۷.	09/19	08/19
	\$46.00	GRIMALDI'S PIZZERIA SCUTTEDALE AZ	#24499967167/15/25/	٧.	Q8/19-	08/19
	\$45.00	CHEESECAKE NO SOOTTSDALE SCOTTSDALE AZ	#246104379231ZBERBV	٧.	91/80	08/19
	315.00	GREAT CLIPS 19510 SCOTTEDALE AZ	\$2678197789EHYG2FTV	٧	08/19	08/19
	\$60.00	DIRCLE K 00915 Q47 SCOTTSDALE AZ	#3476192796FDJMERSV	ν.	DBF19	09/19
ŧ	\$42.00	SUMMIT CLEANERS SCOTTSDALE AZ			09/20	08/20
	\$26.50	MASTER BALLET ACADEMY PROBNEY AZ			08/20	08/20
	\$70.00	SHELL OIL 57441534104 SCOTTSDALE AZ	#243180579FYNT735MV		06/20	08/20
	263,00	RED ROBIN NO 122 PHOENIX AZ	#247170579MA179LXJV		08/20	09/20
	\$106.00	THE OLIVE GARDOODISS44 PHOENIX AZ	#24399007A420AY4D5V	•	08/21	08/21
	\$705.00	ARCO AMPHI SCOTTSDALE SCOTTSDALE AZ :	#24681827ACITUSTFOWY		08/21	DB/EI

ACC004313 FILE #8302

- Payment Conditions. Payments must be made in U.S. delians and drawn on tunds on deposit infinancial traditations inspiral by the F.O.LO. Do potvest cash, Payments received by us by 5 pm central tire will be credited as of the same day it the payment is in U.S. delians and made.

 By check or manny order thems as \$ insected, institution included in the U.S. or the post office, accompanied only with the payment postpon or your account tumber, and either resided to our payment estates on the front or delivered in person to us (do not mail cash);

 Electronically on turns on the count of through a third party bill paying service; or
 Telephonically for calling 1-600-631-6722.

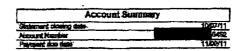
 Payments that we accept that do not meet the tabore and transmits will be condited within 5 days. We receive this light to withhold credit availability until we condite receipt and.

Account Additionaris. You carrot sold yet ir appoint belance without our writen agreement. If you tend to said yets account for less than the New Balance (for souright if you depths he appoint you own or you caprot allow to pay what you own), you must write to be at USAA Credt Card Peatotrico Services, P.O. Box 94504, Box Arborto, TX 76565 and we must agree by writing. Othersdow, we may process your payment and it will not release you from paying the termining unpublished to an account and statisfaction.

avment	s and Cn	dits	·····		
			Refusesco Mumber	Description	Amount
09/13	09/18	٧	67427082802RF725LOV	USAA.COM PINT - THANK YOU SAN ANTONIO TX	\$13,211.64
COSTE	09/21	¥	#7442733BBLYHVGY18V	VANS SOME SCOTTSDALE AZ CREDIT	\$51.20
10/02	10/03	Ý	874492189LNOBGYGSAV	FRY'S ELECTRONICS HIS ANAHEM CA CREDIT	\$10.72
				Total Payments And Cradits For This Period	\$12,273.86
rensaci	ions				
		Card	Reference Attender	Description	Amount
09/07	09/08	٧	\$24098217VXXXZYHV3V	UNITED AIR 0164616842073 PEOPLES REP IL	\$70,00
			08/07/11	5TEINERMARKS	
			1044	XAA XAA	
09/07	09/08	¥	#24071057VWFBLZP8JV	JUST SPORTS - ECONAGERO 208-9583882 ID	\$26.96
09/07	CONTRACT	v	#34319057VFYNB3G6DV	SHELL OIL 57441464600 PHOENIX AZ	368.00
09/08	DIA/DE	v	#24316D67WFYND6FXSV	SHELL OIL 57441454000 PHOGNIX AZ	00.002
CD/07	DOUDE	v	624929017VGPM57KD9V	BYU HOUSING & DINING 801-422-6944 UT	8699.20
09/05	09/08	v	#24445007W2058L781V	MINIE CAFE OF PRODUITS AZ	\$31.41
09/07	05/08	v	#24E1D497W03PVNDCTTV	MARRISTTPHOENDOLEMONTHLY PHOENDX AZ	\$280,00
02/07	00/08	v	174016807V79MHE4PRV	BACLIDAGHA LTD BEDING CN	\$1,380,36
99/07	00/00	•	The second of department and	FOREIGN TRAN CHIS	\$13.80
09/08	09/09	v	#34122567YWGNBIAAF4V	BUILDAIT OLEANERS SCOTTSDALE AZ	\$49.70
09/08	09/09	v	#24258967YWGNGH9G4V	ARIZONA PABITBALL DEPO PHOENIX AZ	\$29.85
09/05	00/00	¥		LISPS 05790506353628076 SCOTTSDALE AZ	
20/00	09/09	T.	#241B4027WCDEZW786V		825,34
00/00	99/09	Ÿ	#24164077K2W6DYSJEV	SPORTS AUTHORODOSSA PHOENIX AZ	\$16.36
		y	#24445007X2X9EKJBRV	CITY HORTH #123-KONA GRIL PHOENIX .AZ	964,00
09/10	09/10		#34013307Y0G8ZPKZAY	JALAPENOS MEXICAN CAPE SCUTTEDALE AZ	\$76.00
09/10	08/16	¥	#2A226367YAFMGN65RV	WM SUPERCENTER SCOTTSCALE AZ	\$50,76
00/10	09/10	Y	#24610437YQBFBMZBBV	THE HOME DEPOT 464 PHOENIX AZ	\$25.67
00/10	09/10	¥	#3498216770XXAE28X	LOWER ADDRESS SCOTTSDALE AZ	£39.38
09/10	09/10	Y	824692167YD0EPP086V	CIRCLE KORDIS SCOTTSDALE AZ	\$79.00
09/11	09/11	٧	REASTERNITE VON LEWY	GALIFORNIA PIZZA (IRB SCOTTEDALE: AZ	\$82.00
09/11	09/11	٧	#24455017ZA9AGN67HV	WALMART \$276 SCOTTEDALE AZ	E10.00
09/12	09/12	¥	#24902167200KB081MV	SPRINT WHILE ESS 600-630-611 VA	\$849.77
00/12	08/12	٧	#24502167200MYAYVRV	APLYAPPLE TUNES STORE \$66-712-7768 CA	\$1.00
00/13	00/13	٧	#3469216810010D18NV	THE UPS STORE 4110 SCOTTSDALE AZ	\$1,51.00
09/14	09/14	٧	\$2480 JEBEST CIETADILMA	RANCHO MANANA GOLF CLUB CAVE GREEK AZ	· \$16.58
09/14	09/14	٧	NALIGATED TERRORIONA	rancho manana golf club cave creek az	\$20,78
09/14	09/14	٧	#2492000EZ/DEKFPLWV	DAYS COMPETITION: BIS-828-9850 (N	\$47.98
09/14	09/14	٧	\$2432301816EDCQC72V	BYU SIGNATURE CRD WEEL 801-422-8645 UT	\$100,00
09/14	09/14	٧	VARIATION 15PPP3434V	FRYS FUEL \$ 7518 PHOENIX AZ	\$65,00
09/14	09/14	٧	4245051985D0B01EEFY	CIPICLE K 08186 PHOENIX AZ	£35.00
09/15	09/15	٧	#246921682DOD11N2BY	CALLANIAY UPRIO GIPS 888-868-5788 CA	. 559.00
99/16	3740	Ý	WALKER THE WALKER THE	SUMMET CLEANERS SCUTTERIALE AZ	\$21.95
09/17	99/17	ÿ	#24455018443ALE786V	WALAMATI SZAB SCOTTSDALE AZ	\$189.84
99/17	09/17	Ÿ.	#2461043BE28TYDBEXV	CHEERECAKE NO SCOTTSDALE SCOTTSDALE AZ	\$42.45
09/18	DB/18	Ÿ	#241849785ODBB4EYVV	CHR/F GPIS0600009059 Exclipidale AZ	\$67.66
O9/18	00/14	v	#046021685000MSEHPV	CIRCLE KORHS SCOTTEDALE AZ	\$88.00
09/19	99/10	Ÿ	#244450007200N2RYDV	NORDSTROM-RACK MORN SCOTTSDALE AZ	\$15.86
09/19	00/19	•	8944450087298N22TOOV	NORDSTROM-RACK (1909 SCOTTSDALE AZ	943.55 943.55
(9/10	- 00/10	Ÿ	#3444500@200DP0ENV	NORDETROM #0000 SCOTTEDALE AZ	\$25.52
09/20	00/20	-	#24983018EGPMFP989V	BYUTICKET OFFICE WEB 801-022-2991 UT	
09/20	09/20	v	#2444500#76FFRAR4DV		\$224.00
09/20	09/30	•	#2448998762Y'N021V	FRYS FUEL #7618 PHOENIX AZ	\$99.40
DD/20	09/20	v	#244K3#GHEGIYEAHAYY	ALLIANCE DEFINATOLOGY PHOENIX AZ	\$57.27
09/21	08/21	-		LAS EXCPLESS SCOTTSDALE AZ	\$80,00
09/24	09/21	-	#24692168800LNFR75V	CIRCLE K 06410 SCETTEDALE AZ	\$71,00
		•	#2490804#918ETYPCKIY	PT HILTON LOOKOUT GOLF PHOENIX AZ	\$21.68
09721	OBVZ		#2490B048045ETVP4AY	PT HILTON LOOKOUT GOLF PHOENIX AZ	\$27.33 .
09/22	09/22		894164076921,780123C/V	TARGET 00014594 FOUNTAIN HILL AZ	\$33.67
09/22	09/22		Valaviararobans	WALMART #200 SCOTTSDALE AZ	\$95,04
09/22	00/22		62/795 CEBLINGICE (SAV	PRECIBION MARINE (SAGHLIAR MEBA AZ	\$40,22
09/23	09/23		MONTH DEMONSTRATIV	BARROS PIZZA - SCOTTED SCOTTEDALE AZ	\$28.32
09/23	08/23		RAZZ1698BOS.DŒFSGV	BASHAS BOOT SCOTTEDALE AZ	67. 11
39/23	09/23:	¥ :	#2N445008BHEXD4GHPV	WALGREENS MEN SCOTTSDALE AZ	\$117.67

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				Transactions (continued)	
ansact	ions (con	dinana!)		
es Date	Pest Dub	Cars	Reference Namber	Description	Amount
09/28	39/23	_ <u>A</u>	#248921GWBOOAJETECIV	CAPICLE KOSSIS SCOTTSDALE AZ .	\$78.00
09/24	09/94	V	#84499998820211RF7CIV	ATTM*2890042/7896MTZ 800-831-0500 GA	\$782.77-
25	09/25	٧	#241B4076EAXF3G5B4V	LONE STAR OP128017 PHOTENIX AZ	- \$106.00
09/26	00/26	Y	#24499999D5ZY99KD2V	. ALLIANCE DEPMATOLOGY PHOENIX AZ	\$160.95
CD/28	09/28	٧	SSC7170GBCI4ENPARIYLV	DANNYS FALSELY CAR WASH 41 SCOTTSDALE AZ	\$197,49
09/27	09/E/	٧	#3409E299F5V149ZJTV	ZOLJONS SALON & DAY SPA SOOTTEDALE AZ	\$35.00
09/27	99/27	Ý	EXCESSIVE SERVICE.V	WEDFLOWER BREAD OF SCOTTEBALE AZ	\$14.46
00/27	09/27	Ý	#24PERSONEAFOFINCTONN	WALE SUPEROUNTER SOCITISDALE AZ	\$95.02
99/27	09/27	Y	#2443886#FDLZB5#W4V	GODIYA CHOCOLATES #21: SCOTTEDALE AZ	\$20.45
09 /27	09/27	٧	#S4448DOBP29SODERNY	NORDSTROM MUSIC SCOTTSDALE AZ	\$239,51
09/27	09/27	Ý	#5/465018645AGLJAWV	WAL-MAKT 42785 SCOTTSDALE AZ	\$139,44
00227	09/27	Ý	#2#80137#6000T4EGSV	OT 450 PHOENIX AZ	\$67,01
06/26	D9/26	Ý	#24072808GDBN42HLXV	JOANN ETD #1985 PHOENIX AZ	\$23,85
09/26	00/25	Ÿ	#24184078F2LFB4V4LV	TARGET 00019807 PHOENIX AZ	\$13,97
OBT26	09/25	Ý	#24154078F2LF84V56V	TAPIGET SOCIEDT PHOENIX AZ	299,07
09/26	09/28	Ÿ	#2444000BGHEWZKLMFY	WALGREENS MESSA SCOTTSDALE AZ	\$12.28
09/26	09/28	Ÿ	#2469278#F006TRASNY	APL-APPLE ITUNES STORE 865-712-7753 CA	\$2.14
09/28	09/26	v	#26751978H05,N0972V	WEKOPA GOLF DILIB FT MO DOWELL AZ	\$46.87
09/26	09/28	Ÿ	#26761978H05JV045LV	WEKOPA SOLF CLUB-FAB FT, MCDOWELL, AZ	\$45.00
09/29	09/29	Ý	EXCISIONELS PARREYS	TARGET CONSTRUCT MORENO VALLEY CA	\$46.82
00:29	09/29	Ÿ	#24164079H37YW0Q16V	LOVE & COUNTRYDOCCOOT! COACHELLA CA	\$83,00
09/29	08/29	÷	#24402159GRNPLSELRV	PAYPAL PINNACLEPEA 402-056-7735-CA	\$35.00
09/30	09/90	v	\$3490000BLAYSUBCYCSV	Marie Cal-0080000002 ANAHEM CA	\$45.00
Delec	99/20	Ÿ	#2444BOOR,DOAVERFEV	IGNOTT'S BETREY FARM 714-920-9250 GA	3215.95
10/01	10/01	Ÿ	#2407106BIOWPOBOZNOV	PJ/S SURFRIDER NEWFORT BEACH OA	\$32.81
10/01	10/01	v	#240215BIOBAZ.KEIN	MAIN ST SURF SHOP BALBOA CA	\$107.12
10/01	10/01	v	#SH493HERIKBBOAAKSMV	OLD SPAGHETT POTRY OF NEWPORT CA	\$84,00
NOVOE	10/02	v	#2AD4ECSENDOB2GNTVOV		326.50
10/02	10/02	v		CHEVRON 00209813 ANAHEM OA	
10/02	10/02		#2407105MLWFBNOSYAV	IHOP ISSIS ANAHEIM CA	289,00
	10/02	¥	454485120FNCBBACMIA	FRYS ELECTRONICS FIG ANALYSM CA	\$41,94
10/02 10/02	10/02	¥	#2461043#LDSPPQAVVY	RESIDENCE INNS ANAHEM ANAHEM GA	\$182,23
	10/02 10/08	¥	#24892188/004A5B4NV	APL APPLE ITUNES STORE 866-712-7753 CA	\$3.21
10/08		٧	STATES SEPTEMBER 1850	OROLE K OSENS SCOTTSDALE AZ	\$28.01
TOYOS	10/03	٧	SCRIBSHALDKD403A	HHEALTH BYE SCOTTSDALE AZ	\$21,78
10(03	16/08 16/04	y	#24801278L00204EPWV	QT 467 PHOENIX AZ	\$95,00
10/04		V	ALANDEN MONTH AND THE SERVICE	LTPLIFE TIME UO DUES 1998-490 8492 MM	\$80,95
10/04	70/04	Ä	#2C781978K3C9ACPMGV	HOLLYWOODTANS SCOTTSDALE AZ	\$43,90
10/04	10/04	٧	SECTENOTINE CONCINENT	HOLLYWOOD TANS SOUTTEDALE AZ	\$49,49
10/05	10/05	٧	#3412E5BBFWGNAAAF6V	SUMMITCLEANERS SCOTISDALE AZ	\$94.19
10/06 10/06	10/08	٧	#2406823BR5SBBGDKRY	WILDFLOWER BREAD OF SCOTTSDALE AZ	\$20.93
WE	10/05	٧	#24801978P00GPETGSV	OT-47 PHOENIX AZ	\$70.00
			~	Total Transactions For This Period	\$10,316.36
83 	David Bart	0	D-4		
NE CHINE	Post Diss	Care	Reference Number	Description Total Fales For This Period	Amount St 00
arest C	harged			Course Just Let 1 like Late were	36,194
		Card	Reference Alexaber	Description	Account
				INTEREST CHARGED ON PURCHASES	\$0.00
				INTEREST CHARGED ON CASH ADVANCES	\$0.00
				INTEREST CHARGED ON BALANCE TRANSFERS	\$0.00
				Total inferent Por This Period	\$0.00

2811 Totals Year-to-Date
Total fees charged in 2811 \$164,09
Total interest charged in 2811 \$2,00

Important Messages

Interest Charge Calculation: Your Assussi Percentage Rate (APR) is the around interest rate on your account. Type of Statemen Fundament (APR) in the around interest rate on your account. Assussi Percentage Rate (APR) Interest Rate to Interest Rate (APR) Interest Rate to Interest Charge Reputer Purchases (v) 8,30% 80,00 \$0,00 Regular Casts Advances (v) 8,30% \$0,00 \$0,00 That APR for a belance type tollowed by a (v) is a variable rate.

Paylog Interest and Your Stoon Period: We will not charge you any turber interest on your Purchase Belance on this Stelement II you pay your entire New Belance by your Payment Date Onto Orthography.

"Believon Computation Method: Average Deliy Spience (Incitating New Putchesel). For mote information about how we calculate the Believon Subject to Interest Rate and have seculting informations and interest Rate and have seculting informations and interest Rate.

	Additional	Disclosures		
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			Additional Planting	بالمناب بلا مرابعتها

ACC004319 FILE #8302

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Payment Countificans. Payments must be made in U.S. defices and drawn on finds on deposit of increase institutions ideated by the F.D.L.C. On not mail cash. Payments measured by us by 6 pm central time will be credited up of the same day if the payment is in U.S. defines and made.

By check or memory order drawn on a feasibility located in the U.S. or the past office, recompanied only with the payment coupon or your account earlier earlier to our payment address on the beart or deferred in particular to us (do not respire cash);

Electrominally on uses our or favours a final-party bill paying service; or

Telephonically by calling 1-200-531-5724.

Payment first we careful that to except that do not must the shows requirements will be credited within 5 days. We reserve the right to withhold credit availability unit we confirm receipt of good funds.

Account Settlements, You carnot settle your account telemon without our writing agreement, it you want to entite your account for less than fire New Batance (lef treample if you depute this amount you ease or you private sellow to pay what your every, you must write to us at USAA Credit Card Resolution Services, P.O. Box 34504, San Antonio, TX 78065 and we passed agree in writing. Otherwise, we may process your payment and it will not release you from paying the remaining unpaid begance or resid in an income and settlement.

Transactions Payments and Credits					
			Reference Number	Description	Amount
10/25	10/27	-5	674164079Bal ROKSKBY	TARGET GROOMSES SOCITISDALE CREDIT	\$23.7
10/24	10/27	Ÿ	#74792#2#BJNCC#MZNV	USAIRWAYS 0372449267770 PHOENIX OREDIT	**************************************
1001	10/31	v	\$74270829GERETZKA1V	USAA COM PMT - THANK YOU SAN ANTONIO TY	,-
	11/03	Ÿ	\$7422E3B\$_IAGDER_IMCV		\$14,335.5
11/02	11/05	¥		WASUPERCENTER SCOTTSDALE AZ CREDIT MARSHALLS SIZA PHORAEX AZ CREDIT	SPLI
11/03	1 thrus	y	#7444500GL2XBANTORY		\$18.5
			 	Total Payments And Gredits For This Period	\$14,802.
ansacti					
10/07	Post Deta	Carrie	Reference Marrison	Description THE DOLL HOUSE & TIMY BTD SCOTTSDALE AZ	Amount
		v	134122506WGNNOLINV	· · · · · · · · · · · · · · · · · · ·	\$21, 1
10/06	10/06	V	#2401390EROHEZSFVVV	TAKE DAME HEALTH ARIZONA, SCOTTEDALE AZ	Lieit
10/08	10/08	٧	424046036S000GF57MV	CHEVRON 00208886 SCOTTSDALE AZ	2801
10/07	10/08	٧	#2407105884#QRB#Y58Y	BANNOS PIZZA - SCOTTSD SCOTTSDALE AZ	\$27.0
10/08	10/06	٧	#241B4078B2LPZWK1TV	TARGET COORSES SCUTTSDALE AZ	812.
10/07	10/08	٧	\$2449BO18F45A.bCEYGV	WALMART #2768 SCOTISDALE AZ	\$102.
10/08	10/08	٧	#246251200CD7ZHREZY	CHEVRON OCROSSES SCOTTEDALE AZ	216. 1
10/08	10/08	¥	#24226MBBAFHUB1YRV	WAM SUPERCENTER SCOTTSDALE AZ	SOL
10/10	10/10	٧	\$24036ZTBWLESSZRWYMY	SCHILLMEZIARESENOSSENCE CALLAG TX	E468.
			10/21/11	. STEWER/SKELLY	
			1 WM B	PHOENEX BALT LAKE CITY	
			2 WN 8	SALT LAKE CITY PHOENEX	
10710	10/10	٧	#2416402WA/2W6DWLWWV	SPORTS AUTHORIDOCOBREA PHIGENIX AZ	\$45,
10/10	10/10	٧	MONTH TANGESTEPART	JACK IN THE BOX MISIO SCOTTSDALE AZ	\$80.
10/10	10/10	V	#2444500BWHEX40JADV	WALGREENS (8534 SCIOTTEDALE AZ	S26.2
10/10	10/10	v	WALEST PROPERTY LANGE	P21 4942 SCOTTSDALE AZ	\$51,1
10/10	10/10	v	#2418SDGBW#ELHMBAEV	DAZZIE SCOTTSDALE AZ	\$108.
10/10	10/10	V	BECTELETHINELDIKO LAKY	HI-HEALTH \$75 BOOTTSOALE AZ	\$10.1
10/11	10/11	ù	#24224430030VNIOJPWV	FIVE GUYS-AZ # OSS SCOTTSDALE AZ	\$20.5
10/11	10/11	Ü	#24483988W5ZY2EK13V	ALLIANCE DEPINATOLOGY PHOENIX AZ	\$42.5
10/11	10111	v	#24HO1STRWOODTY7JAY	OT 467 PHOENTX AZ	\$70.1
10/12	10/12	v	M24231688YBINHFDD7V	DAIRY QUEEN \$14784 PHOENIX AZ	\$161
10/12	10/12	v	#344550140C4GYDREZV	WAL-MART \$1508 PHOENEX AZ	
10/12	10/12	v	#24450018X/47YD6WPV	WAL-MART STEES PHOENIX AZ	\$19.3
10/12	10/12	Ÿ	#244580188447YD6W5Y	WAL-MART #1598 PHOENTX AZ	\$10.1
10/12	10/12	v	#34483868/RP/DIMAORA	· · · · · · · · · · · · · · · · · · ·	522.
10/12	10/12	•	#24610438Y282EZKSHV	DAZZIE SCOTTSDALE AZ .	\$50.1
10/12	10/12	Ť		GRANDILIX CAFE JEDIO SCOTTEDALE AZ	\$61.0
		•	#94164078Z7DKDKJOZY	SUBWAY DOZY 105 SCOTTSDALE AZ	\$8.1
10/15	10/13	Y	#3422#38#ZAFLHTNAGV	WM SUPERCENTER SCOTTSDALE AZ	\$127.6
10/13	10/13	Y	#2431805#ZFYF7JNHZV	SHELLOIL 57442174508 SCOTTSDALE AZ	\$90.0
10/13	10/13	Y	#24602168Y00MXXV40KV	TH BALLET ARIZONA 800-659-8000 CA	\$120.5
10714	10/14	V	#341640790JEEN6820V	BROOKSTONE \$1000\$145 SCOTTEDALE AZ	\$108.5
10/14	10/14	٧	#2444800BDBASFTEKY	AUTOZONE MESOLSCOTTEDALE AZ	\$26.5
10/14	10/14	٧	BB47170SLZYLSB07KEY	DANNEYS PAMILY CAR WASH 41 SCOTTSDALE AZ	\$102.5
10/14	10/14	٧	ASCARIAMENTA AND TA	PAPA JOHNS MIREZ SCOTTSDALE AZ	\$21.7
10/14	10/14	٧	NEXT NEWSBORNOS IZENY	BATH & BODY WORKS 1704 PHOENEX AZ	\$49.7
0/15	10/15	٧	M244EDC012XAXSTADY	WALGREENG WESTA BOOTTSOALE AZ	25.1
19715	10/15	٧	#2444000012XAXB7PKV	MARSHALLS #RRA PHOENIX AZ	DU
0/15	10/15	¥	#240TOTSTASALOPXXV	WAL-MART RETER SECRITISDALE, AZ	C06:2
10/1 5	10/15	٧	#24402BOD1SDWMNFXTV	HAPRONE SCOTTSDALE 101 SCOTTSDALE AZ	E20.0
10/15	10/15	٧	#246821680000868E96V	APLYAPPLE ONLINE STORE 800-876-8775-CA	\$21,1
310	10/16	A	494692169100QBRQNH(V	APL*APPLE ITUNES STORE 666-712-7755 CA	\$30.4
0/15	10/16	V	#94802160200LZFF@PV	CANTINA LAREDO 186 SCOTTSUALE AZ	\$46.0
1/16	10/16	٧	#346021BUZDONOVOLEV	CALIFORNIA PIZZA DED ECOTTEDALE AZ	554.0
017	10/17		#241225003WGNMAAFDV	PLANT CLEANERS SCOTTSDALE AZ	\$17.5
917	10217		#3419407922LR7LXZBV	TAPLET 0001997 PHOENIX AZ	8118.1
0/17	10/17		#244450000EPFTA74AV	FRYS-FOOD-DRIG #0673 SCOTTSDALE AZ	
0/18	10/18	•	#349900099PTLIGELAMA	BEST BUY MAT 00008708 SCOTTSDALE AZ	\$57.3
0/19	10/19		4040E5838581KJ8402V		\$108.8
פויט פויט				ZIPPE SPORTS GRILL SETH PHOENEX AZ	32rl.0
	10/19	•	222318896BABEV844V	DAIRY QUEEN FIREAS SCOTTEDALE AZ	¥16.0
ero ero	10/19		#24449000##FTM79NEY	FRYS-FOOD-DRG \$0573 SCOTTSDALE AZ	842.9
0715	10/19	ν.	#2444600946PFM79FLV	FRYS-FOOD-ORG #0673 SCOTTSDALE AZ	94 N

ACC004322 FILE #8302

				Transactions (continued)	
nsaci	ions front	(proper)	•		,
uts Date		Cand	Reference Repoter	Description	Amount
11/01	11/01	Ÿ	\$24892109HDD6ABHESV	LIPUFE TIME NO DUES 888-430-6432 MM	\$80.95
11/01	1001 F		#249218F/00CRP931V	LDS HESA CENTER SEC MESA AZ	\$12.70
11/01	11/01	¥	#24781879JSCASSBGXV	HOLLYWOOD TANKS SCOTTEDALE AZ	\$40,40
11/01	11/01	Y	#SALLES AND STATES AND	HOLLYWOOD TANK SCOTTSDALE AZ	\$43.00
11/01	11/01	٧	#6478RSOBJEXONGSJEXV	DEES DANCEMEAR & PHOENIX AZ	\$80,77
11/02	11/02	` ,y	VARTE AND SHIELD AND SHIP	FIVE GUYS-AZ # 089 SOOTTSDALE AZ	\$32.18
11/02	11/02	٧	#24427339JLYHDCQYXYY	PARADISE BAKERY & CAPE SCOTTSDALE AZ.	\$16,60
11/02	11/02	٧	EDIASTRONIC METALIKY	CHICK-FIL,-A BO1987 PHOENIX AZ	\$7.47 -
11/02	11/02	¥	WATER HALLS FOR THE STATE OF TH	WAL-MART AUTOS SCOTTSDALE AZ	\$110.44
11/02	11/02	¥	\$24810439LESPHOKOBSKV	MARRIOTTPHOENIXOLEMONTHLY PHOENIX AZ	\$814,78
11/02	11/08	٧	824294499L26V:17AMEV	HOLLAND BOUNE OF S SCOTTSDALE AZ	386,80
11/03	11/08	Ÿ	#E496F789L09R1PVJFV	SEARS COM INTERNET 800-369-4968 IL	255.06
11/03	11/03	٧	#24490000PFN65JYV	PRYS-FOOID-DAID 40673 SOCTTSDALE AZ	\$17.50
11/09	11/08	٧	#24445000L2X9ALITSEV	MARSHALLS HIZA PHOENIX AZ	222.52
11/05	11/03	٧	#2K44SDOOLBPTVPGK4V	PRYS-FOOD-DRG \$0673 SCOTTSDALE AZ	\$10.00
11/03	11/08	Y	#24892188KUTONSD7192V	BYU HOUSING DINING 801-021-0944 UT	\$660.20
11/04	11/04	¥	#24013309LDJRJEDKPV	JALAPENOS MEDICAN CAPÉ SCOTTSDALE AZ	\$79.00
11/04	11/04	¥	#2443030MPMD2FVDSV	IKEA TEMPE TEMPE AZ	\$85.54
11/04	1904	٧	\$24492389MPPASV#CFY	PAYPAL ALANA 402-955-7733 CA	25/100
11/04	11/04	٧	#24499090KARINYTOWJY	OREGANCIS PUZZA BISTRO TEMPE AZ	\$10.00
11/04	11/04	٧	Very Land Control of the Control of	THE HOME DEPOT 472 SCOTTSDALE AZ	\$17.24
11/04	11/04	٧	\$24801979LD00V259NV	OT AND PHOENIX AZ	\$85,00
11/05	11/05	¥	#24518089NFY1002496V	SHELLOW 57442174801 900TTBDALE AZ	\$10.02
11/05	11/05	¥	#34445909NEXELUS27V	WALGREEN'S MIGHA SCOTTSDALE AZ	\$38.22
11/05	11/05	٧	#3/446000NPJ7867EV	FRYS-MICTPLACE #618 PHOENDX AZ	\$35,40
11/05	11/05	Ý	#24610499NRS1YP20CHV	CHEESECLAKE NO SCOTTSDALE BOOTTSDALE AZ	\$52.00
11/05	11/06	٧.	#248921 BBM006V5TEXCV	CINIO PLAZA ORPHEUM 802-282-7272 AZ	352fT00
11/06	11/06	¥	ezez diraci erri Pevióv	GB SCOTTSDALE PHOENIX AZ	\$75.90
				Total Transactions For This Period	\$11,184.26
965					
mane Date	Post Date	Care	Reference Number	Description	Assount
				Total Poes For This Perford	\$6,06
	liarged				- 600
race Date	Post Date	Case	Reference Number	Description	Annount 30.00
				INTEREST CHARGED ON PURCHASES	\$0.00
			•	INTEREST CHARGED ON CASH ADVANCES	\$0.00
				INTEREST CHARGED ON BALANCE TRANSFERS	\$0.00
	•			Total Interest For This Period	₹6,9 0

2011 Totals	Year-to-Date
Total less clarged in 2011	. \$166.09
Total Interest chargest in 2011	30,00

Important Messages

Interest Charge Calculation					
Your Arment Percentage Rade (APR) is the annual interest rate on your account.					
Type of Balance	Australi Pessanninge Rate (APRI)	Bulance Subject to Interest Rate	Interest Charge		
Regular Purchases (V) Regular Cesh Advances (V)	a.Dow.	\$0.00	\$0,00 \$2,00		

The APR for a between type followed by a (v) is a variable value.

Paying interest and Your Grace-Period: No will not charge you any Jurise' infertest on your Putchese Balance on this State New Galance by your Payment Due Date of 1202/11.

*Balance Computation Method: Average Delly Belance (Including New Purchases). For more information shoult how we deloutely the Belance Subject to Interest Rule and bow resulting instruct was determined; call (800) 891-8722.

Additional Disclosures

If your regres appears on this sintement, our recools show that this is your account and that you are liable for paying the New Bain

information reported to execut pureboon. We may report interm detection on year account may be reflected in your credit report. alicis abouit your appount to predit bureaus. Late payments, missed payments, or other

NOTTE: When you pay by check, you sulfrorize as to use information from your ofects to make a one-time electronic funds transfer from your checking account. Frinkle pays he with the many from your account as early as this day are receive your payment, and you will not receive your check back from your bank.

Mbert to Do If You Think Your Flad A Mature on Your States If you think there is an arror on your till, write to us at: USAA Cyanft Card Services, P.O. Box 18830, Sea: Automio, TX 78285-8028.

In your latter, give us the totowing information:

- Account information: Your name and excount number.

- Dollar appears: The dollar errount of the suspected error.

- Description of Protester: It you think there is an error on your bill, describe what you believe is wrong and why you believe it is a misselin.

Additional Disclosures scialinus on rect page.

ACC004324 FILE #8302



Account	Summary
Statement closing data	1307711
Account Number	5452
Payment das dats	12/02/11

·				Transactions (continued)	
ransacti					
10/19	Post Date 10/19	Card	Reference Manufact 6244450006HEXXXXXV	- Description WALGREENS #5694 SCOTTSDALE AZ	Atecural S4.89
10/19	10/19	v	#248951994D03FGALGALGA	CIRCLE KOSSIS SCOTTSDALE AZ	\$10,00
10/19	10/19	٠v	#24MP21MPDDA2JR#LV	CIPCLE KORNIS SCOTTSOALE AZ	\$87.37
10/19	10/19	ý	#24601379400058GNIKY	OT 497 PHOENIX AZ	\$67.76
10/20	10/20	v	8241640795QBEZYWEPY	USPS OSTERNISSESSESSES SCOTTSDALE AZ	\$15.30
10/20	10/20	Ý	#24224435630VPGS10V	FIVE GUYS-AZ # 083 SCOTTSDALE AZ	\$25.76
10/20	10/20	¥	#2444500000PFVFZRPV	PRYS-FOOD-DRG #0573 SCOTTSDALE AZ	\$20.06
10/20	10/20	Y	#24692169(200BB1VADV	APLIAPPLE ITUNES STORE 886-712-7758 CA	\$1.07
10/20	10/20	A	*SYLELENSENEUN LEDON	CLUZNOS SUBMISIOS PHOENIX AZ	\$14.19
10/21	10/21	Y	#24251649760T2JN46V	ZUMEZ NO 085 OREM UT	\$74.59
10/21	10/21	V	#244278907LM8HGGDTV	LIDE JESSES OREM UT	\$37.39
10/21	10/21	٧	#2444500972XA2N6VFV	NORDSTROM MUSE OREM UT	\$36,23
10/21	70/21 10/22	V	#2444600872XA2N6Y2V	NORDSTROM BOXES OREM UT	\$148.52
10/22 10/22	10/22	Ÿ	#2416407062L/REAF SPY #244460096005JGSHEV	TARGET 00017511 OREM UT DELLARD'S 985 PROVO TOWNE PROVO UT	\$26.03
10/22	10/22	v	#244560197447YVVYNV	WAL-MART #1786 OREM UT	\$110.75 \$48.58
10/22	10/22	v	#84690000020000100V	ATTM*2850042778959ATZ 800-331-0500 GA	\$514.90 -
10122	10/22	v	42448398986120EVD1V	CAFE RID PROVO COS PROVO UT	\$19.55
10/22	10/22	Ý	#24682168700V2VJY3V	TEXAS ROADHOUSE 2284 OREM UT	957.00
10/23	10/23	Ÿ	#245160599FYMLZHDKV	SHELL OF 57441398004 SCOTTSDALE AZ	\$76,00
10/23	10/23	¥	#244450XERBOOSZWXXNPV	MIMIS CAFE 78 OREM UT	\$45.00
10/23	10/23	¥	\$3183218880081JVJEV	APL'APPLETIUNES STORE 856-712-7753 CA	\$1.07
10/25	10/23	٧	#247170098TDOH9HTJV	DELTA AIR CONSCIPENTS DELTA.COM CA	\$394.40
			11/23/11	STENER/STEPHEN	
			1 OLL	SALT LAKE CITY PHOENIX	j
			EDLO	PROBRIX SALT LAKE CITY	
10/23	10/23		#24781975080QEPGTAV	SKY HARBOR AIRPORT TA PHOEMIX AZ	STEETS .
10/24	10/24	y	#242283898AFVS7PKTV	VAM SUPERCENTER SOCITEDALE AZ	\$182.57
19/94	10/24 10/24	٧	#3492901GASGPYSRAZV	BYU SIGNATURE CRO WEB. 601-422-6943 UT	\$100.00
10/24	10/26	v	#2444BOORAHEWENWHPV	WALGREENS MIGH SOOTISDALE AZ	\$26.26
10/24	10/24	v	#24810408908F9VTVB1V #24761279A5EALVBNOV	MARRIOTT PROVO HTLECONF PROPO UT	1200.56
10/24	10/24	v	WALE TELESCOPER	HI HEALTH - # 73 PHOENIX AZ INDUSTRIAL RIDESHOP OR PHOENIX AZ	\$5.01 \$65.17
10/24	10/24		#P4792029AJRICUERWRY	USARWAYS 0272449267770800-428-4322 AZ	\$169.40
	1407	•	19/19/11	STENESVIHOMAS	
			1 US K	PHOENIX SALT LAKE CITY	1
			2 U5 K	SALTUAKE CITY PHOENIX	1
10/25	10/25	٧	#24096219EJ5V8VX5YV	SOUTHWESTAFFS290901291265 BALLAS TX	\$100,00
			19/29/11	STEPHERVTHOMAS	
			1 WW 14	DALLAS DALLAS	
10/25	10/25	¥	#24UBSE19EUSVGSONPV	SOUTHWESTAIRESB2400184194 DALLAS TX	\$201,40
			11/11/11	STERREFVITHOLIAS"	
			1 WN \$	PHOENIX SALT LAKE CITY	1
****	4444	v	2 WN 5	SALTLAKE CITY PHOENIX	
10/26 10/25	10/25 10/26	•	#242316BBBBBNHFDMOV	DAIRY QUEEN #14784 PHOENIX AZ	\$20.44
			#2490000GARJEPELBLIV	BEET BLY WIT GOODFOR SCOTTSDALE AZ	\$21,76
10/26 10/26	10/25		#34184029BOW/LLAKA	E & GIVIRA-SEFIVIDES 202-105-1694 MC)	\$502,32
10/26	10/26	•	#241B4079B3LR864F2V	USPS (ISPSEIDERSSEEPS SCOTTSDALE AZ TARGET 00008365 SCOTTSDALE AZ	\$11.50 \$83.92 -k
10/26	10/25	•	#24490999BBMST\BV4V	MICROSOFT "CBGX LIVE BILLXBOX.COM WA	\$21.78
10/25	10/26	Ÿ	#24449008Q2XXQDWVHV	WENDYS SOUS COS PHOENEX AZ	\$7,46
10/25	10/26		#24B1043#DUSPP\$\WhitV	MARRIOTTH DENDOLUMONTHLY PROENTX AZ	\$890.58
10/27	10/27	-	#2425GS00WQNGH0G7V	ARIZONÁ PAINTBALL DEPO PHOENIX AZ	\$132.45
10/27	1927		#24164079CQSEZWBQZV	USPS 03/99308533826876 SOUTTSDALE AZ	\$3.27
10/27	10/27	•	#2444500#C#58A2FJ1BV	FEDEX OFFICE SORES SCOTTSDALE AZ	94.17
10/27	10/27		#2444500ECSEPFPWLFAV	FRYS-FOOD-DRG 40673 SCOTTSDALE AZ	\$83.26
10/25	10/27		#244E3EEEDEHNYWISTY	PETER PIPER PIZZA #20% SCOTTSDALE AZ	\$24.96
10/29	10/27		#2/781979D780XF8L1V	QUIZNOS SUBPISIUS PHOENIX AZ	913.11
10/27	10/27	٧	#24501379C0009ABRA6V	CIT 407 PHOENEX AZ	358.01
10/28	19/26		#2407280DED6N09V96V	JOANN ETC #1966 PHOENIX AZ	\$27,36
10/28	10/95	٧	#2422#3#BEAFYYTYTKY	VAN GUPEROENTER PHOENEX AZ	\$28.77
10/28	10/26	٧	#24900000E (BOUB CLABY	A EAGLE OUTFTROCOOSIES PROENIX AZ	\$21.85
10/24	10/28		#2443106DE06JS1PFSV	PANDA EXPRESS DAT PHOENIX AZ	59.72
10/26	19/28		#2443BBBEBLRTFX2FV	JACK IN THE BOX #1580 SCOTTSDALE AZ	\$7.80
10/26	10/26		#34445009Depolphody	PHYS-NATPLACE 8618 PHOENIX AZ	810.39
10/28	10/26		#8444500EDBPGFYNUPY	FRYS PUEL # 7818 PHOENIX AZ	\$91,25
10/28	10/86.		624445DDBEZXAAST1OV	PARTY CITY #269 PHOENIX AZ	\$5,41
10/89. 10/89	10/89		#24003229F5V343ZVLV	ZOLTONE SALON & DAY SPA SCOTTSDALE AZ	496.00
10/25 10/28	10/29		824063239F61AK3932V	PRINACLE PEAK GENERAL ST SCOTTSDALE AZ	\$52.00
10/29	10/25 10/29		#24184079FT8CVRPEHV	DOLPTREE WAS 00020070 SCOTTSDALE AZ	\$8.74
10/20 10/20			#24430659FELPSED64V	JACK IN THE BOX \$1500 SOOTISDALE AZ	\$13.80
TO/SID	10/30 10/30		#24071080G4KAFXVJEV #24281880G8AREVB7NV	BAPPOS POZZA - SCOTTSD SCOTTSDALE AZ	. \$34.31
10237	10/30		#24164079G2LRQQBDHY	DARY QUEEN #19542 SQOTTSDALE AZ	\$10.43
1021 1021	10/31		#34445BOBGBPG2NEDHY	TANGET COOLSECT PHOSICS AZ	\$19.12
10/91	1031		#24#92169G001Z20F6Y	FRYS-POOD-DRIG 60878-SCOTTSDALE AZ	\$80:72
10/31	1001	-	#24#01379@0005VPCKV	Armozon Sahviona-Kinda 863-821-8801 WA CIT 492 PHOENIX AZ	\$6.99
11/01	11/01	•	SANDELENHOUS TOLLAND	APL'APPLE ITUNES STORE 696-712-7753 CA	\$73,00 \$7,59
				THE PERSON OF TH	#F-700 11

ACC004323 FILE #8302 Payment Conditions. Payments must be made in U.S. dolors and deam on funds on deposit of first-claf indiffutes instead by the F.D.L.C. Do not made cash. Payments received by us by 5 pm bentral fine will be condited us of the searce day if the payment is to U.S. dollars and made:

By check or scores order deams on a financial buffation located in the U.S. or the post office, accompared only with this payment outpox or your abcount number, and either mailed to six payment establishes on the fract or delivered in person to us (do not seek);

Electronically on users one or through a third-party bill playing saylors or

Telephonically by coding 1-800-651-4072.

Payments that we accept that do not ment the above acquirements will be credited within 5 days. We assure the light to withhold credit availability until we confined accept fine do not ment the above acquirements will be credited within 5 days. We assure the light to withhold credit availability until we confined accept fine do not ment the above acquirements will be credited within 5 days.

Accused Settlements. You cannot settle your account between without our written agreement. If you want to settle your account for last thin the New Salamos (for elamphs if you dispute the tensor typu owe or you cannot either to pay west you owe), you shart write to us at USAA Credit Card Resolution Services, P.O. But \$4694, Sur Arbitrio, TX 78295 and we maid agree in writing. Officination, we may process your payment and it will not release you from paying the reministing unpaid before or result in this accord and autilitication.

Rewards Summary (continued)

FOR QUESTIONS ABOUT YOUR USAA CASH REWARDS PROGRAM CALL (800) 531-8722.

avment	s and Cn	dits	i		
			d Reference Number	Description	Amount
11/20	11/22	₩,	\$7.438775A508740Y47V	SEARS COM INTERNET 800-849- CREDIT	\$20.29-
11/28	11/26	v	67427082AD2RF75DB5V	USAA, COM PMT - THANK YOU SAN ANTONIO TX	\$12,041.57-
11/80	12/02	v	#7481043AF0SPWYX4DV	MICHAELS (2009 SCOTTSDALE AZ CREDIT	\$36.86-
12/08	12/06	v	#142805ZAMAYBYR10SV	ULTA'S 877 SCOTTSDALE AZ CREDIT	· \$25,61-
12/05	1206	Ÿ	#7444500ANZXGB LJLSV .	NORDSTROM RACK REETS SOOTISDALE CREDIT	\$87.19-
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	٠		Total Payments And Credits For This Period	\$12,211.46
ransact	lore				
		~	Reference Nosiber	Description	Amount
11/06	11/08	- 27	#24184079PWLNPLJEVV	ARBYS \$1894 00013948 SCOTTSDALE AZ	\$6.95
11/06	11/06	v	#24164079TBR2DEFEV	GAFEWAY STOREMOIZEM SCOTTSDALE AZ	\$16,97
11/07	11/08	ÿ	#\$4224436R30VGM2R6V	HOLLAND BOONE OF S. SCOTTSDALE AZ	\$74.26
11/08	11/08	Ÿ	#2422B36#FAG6D61XEV	WIM SUPERGENTER SCOTTSOALE AZ	\$85.53
11/08	11/08	v	424226386RAG6D81K6V	WIM SUPERCENTER SCOTTSDALE AZ	\$20,11
11/06	11/06	v	424316050PFYW9NZSW	SHELL OIL 57449023401 SCCTTSDALE AZ	875.00
11/06	11/08	v	#24445009P25GPJ1YVV	N-N-OUT BURGERS PHOENIX AZ	15.63
11/07	11/06	v	224445009PIPFTNRPVV	PRYS-POOD-DRG-10573 SCOTTSOALE AZ	\$92.30
11/07	11/06	ÿ	#24692189FIDDITYXRAY	WHITE CHOCOLATE GREEL PHOENIX AZ	\$98.25
11/07 11/07	11408	Ÿ	#2ABD1879P000V6FD6V	OT 407 PHOENIX AZ	\$66,00
19/09	11,09	Ÿ	#24001#ANF-UUVOFUW	DARRY QUIEN #13642 SCOTTSDALE AZ	\$11.95
11/08	11/09	v	\$2444KOUSZKOTOTOW	N-N-OUT BURGERS SCOTTSDALE AZ	\$3,39
11/10	11/10	ŭ	#24122EBOVWGNMAAFBV	SUBJECT CLEANERS SCOTTEDALE AZ	\$53.80
11/10	11/10	v	#34 12(8)(0)/V PROPRIORIESV #34071089V4K7FALIBYPV	CRACKERIAX ECOTTEDALE AZ	\$15.33
11/10	11/10	V	#24493090V61NVW2ECV	PETER PIPER PIZZA \$200 SCOTTSDALE AZ	\$35.92
	11/10	v		APLAPPLE ITUNES STORE 855-719-7753 CA	\$1.38
11/10		v	634802180G00G6F875V	7	#25.00
11/10	11/30	v	#34902190VQOKPV6L5V	CRICLE KOMBE PHOENIX AZ PANDA EXPRESS #555 PHOENIX AZ	\$25.86
11/11	11/11	•	#24491000W05JB2W1WV	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	820,800 00,868
11/11	11/11	A	#2481043EX231ZBJJTY	CHEERCAKE NO SCIOTTSDALE SCOTTSDALE AZ	\$2,627.13
11/11	11/11	-	#2493299WEGET-J-PHTV	WHOLESALE AUTO PARTS PHOENIX AZ	814.80
11/41	11/11		4247TROSINGSIGNATREV	DANNYS FAMILY CAR WASH 41 SCOTTSDALE AZ	\$14.50 \$36.51
11/12	11/12	. Ä	S24184079XTBCZYZMMV	DOLITTREE 2007 00025070 SCOTTSDALE AZ	\$36.51
11/12	11/12		82422BJBBWAFBEJEYWY	WAY SUPERCENTER SCUTTSDALE AZ	,,r
11/12	11/12	Ý	#243160690FYNDTXP7Y	SHELL OIL 5744 1982208 SCOTTSDALS AZ	\$46.55
11/12	11/12	٧	\$2461043606985AA828A	MICHAELS 43000 SCOTTEDALE AZ	\$3.25
11/12	11/12	¥	#247170EBWAPYLIGDAAV	DALMYS FAMILY CAR WASH 41 SCOTTSDALE AZ	\$88.21
11/12	11/12	. ٧	#347#B330BV98HJCZ.LJ4V	DEER DANCEWEAR & PHIDENIX AZ	\$79.58
11/13	11/13	¥	#2449000029M9D079CW	DRIPOFFICEMAC orderins Logic MN	
11/13	11/15	¥	#24430000283-E02792V	DRFOFFICENAC orderand.com MAI	\$12.00
11/13	11/13	٧	#24421050Y55Y075GHBY	ROMANGE 1839 PHOENIX AZ	954.00
11/13	11/13	γ	49449109BYCS BEZKYHV	PANDA EXPRESS #640 PHOENEX AZ	96.83
11/12	11/13	٧	#2C7ETUTOYEDSFICIABY	THY HARBOR AIRPORT THE PHOENIX AZ	\$5.00
11/14	11/14	۸.		LAB EXPRESS SCOTTSDALE AZ	368.00
11/15	11/16	٧	#2421075AOB17LEGNEV	GB BOOTTBOALE PHOENIX AZ	\$37,00
11/16	11/15	٧	#2444505AGESUW1ZNVV	HOBBY-LOBBY # 450 PHOENIX AZ	\$85,39
11/15	11/15	٧	#24445BOADBBWYTZTEV	HOSSY-LOBBY # 490 PHOENIX AZ	. \$9.40
11/15	11/15	Y	\$3144000EZEPT#225TZY	FRYS FLEL \$7618 PHOENIX AZ	. 954.00
11/15	11/15	V	#2419388A381GFM31i/V	TIMT WIZARD LLC GOOTTSDALE AZ	\$47.00
11/15	1,1/16	¥	#2461D43A008FTMYSPV	MICHAELS AGREE PHOENIX AZ	\$40.08
11/15	11/15	¥	#2461042ADDSPTMY5ZV	MICHAELS ARRIVE PHOENTS, AZ	\$12.95
11/15	11/15	٧	#24802160200JIBFOMV	FE TEEN E-COMMERCE 889-479-0800 CA	\$396,25
11/76	11/16	¥	#2490804ATISETYGHYLY	PT HELTON LOOKOUT GOLF PHOENIX AZ	\$58,65
11/17	11/17	¥	#3444500A2HEXDECESV	WALGREENS \$3132 PHOENIX AZ	\$15.83
11/17	15/17	٧	#3481048A200FBLIDEV	THE HOME DEPOT 472 SCOTTSDALE AZ	\$135.37
11/18	15/18	,v	#2481043A300FEJRDGV	THE HOME DEPOT 472 SCOTTBDALE AZ	\$105,19
11/18	11/18	Ÿ	#2499216A300L7EBGPV	CIRCLE K MEDIS MOOTTSDALE AZ	\$617.A5
,		•	- A-military Property A	Transactions	

ACC004327 FILE #8302



Account Sur	nmary
Statement closing date	12/08/11
Accesust Number	5452
Peryanent due date	01/02/12

		Car	Perference Number	Descriptor	Amount
1718	11/10	Y	#8476157ASEAHYX2ASY	PF CHANGS MAZE PEORIA AZ	\$41
1/19	11/19	Y	#240133BA4GCKLAGSTV	JALAPIENOS MEXICAN GAFE SCOTTSDALE AZ	\$15.
1/15	11/19	¥	SEAT? TOURAGETAP XINETY	DANNYS FAMILY CAR WASH SE SCOTTSCALE AZ	\$14.
1/19	11/19	Y	#2490137A3002BFS#CN	QT 497 PHDENIX AZ	, \$2 5,
1/20	11/20	Y	#244580A@FHBADKDY	FRYS-POOD-DRG BOSDS SCOTTSDALE AZ	\$3.
1/20	11/20	٧	#24#9216A4000XBSLAV	TOMMY BAHAMA CAFE SOT SCOTTEDALE AZ	\$270,1
1/20 '	11/20	٧	82671705ASBWGSWZRFY	RED ROBIN NO 122 PHOENIX AZ	\$72
1/21	11/21	٧	#24ESHSBASAFHYNLKIY	WM SUPERCENTER SCOTTSDALE AZ	\$300.9
1/21	11/21	٧	COCCESSIANA FARISLEYTY	WE SUPERCENTER SCOTTSDALE AZ	9205.
1/21	11/21	v	#2433088A7EBBCAMPY	ANICALA COUNTRY CLUB SCOTTSDALE AZ	\$63.5
1/21	11/21	v	#2/SHOBEA758BLIGICTV	ANGALA COUNTRY OLUB SCOTTSDALE AZ	\$17.
1/22	11/22	v	#24C2D44C3ASHZYNEKYBOKV		
		-		FIVE GLYS-AZ# 000 BOOTTREALE AZ	\$55.
1/22	11/22	٧	ISASSESSATAFIAATUR	WAI SUPERCENTER SOCITISDALE AZ	343.1
1/22	11/22	A	F244BBBBABBZY20FMCV	ALLIANCE DEPMATOLOGY PHOENIX AZ	· \$423
1/22	11/22	٧	#244B396/CVH/W6VFLPNV	TRADER JOE'S MOST OPS SCOTTSDALE AZ	831 .
V22	11/22	٧	#2466216A600FbJQ#Q.Y	SPRINT WIFELESS 600-639-6111 VA	1917.
V22	11/22	٧	#24ED137AEDDSVYOATV	OT 407 PHOENIX AZ	\$84.0
1/23	11/23	٧	VOICHARAGAKACHOSV	BARRIOS PIZZA - SOOTISO SCOTTSDALE AZ	\$10.
V23	11/23	v	PRINCIPOLOGICA PARTIES	HONEYBAKED-HAM BODES PHOENIX AZ	\$58.
1/25	11/23	Ā	#2444500AB2X592DRPBV	VILLAGE NA HERT 10779 SCOTTSBALE AZ	
		-			. \$29,0
1/23	11/23	Ä	#244480DABZZGZDFDELY	WALGREENS MEET SCOTTSDALE AZ	इंख
V23	11/23	Y	F24445DQF822QSQTTUTV .	OFFICE MAX SCOTTSDALE AZ	\$65.3
1/23	11/23	V	#R449501AB43AJ6GENAV	WAL-MART ROTE SCOTTSDALE AZ	· \$2.6
1/28	11/23	¥	#2445901AB49AJ6HLFV	WALMART ROBE SCOTTSDALE AZ	. \$200.2
/28	11/23	¥	#244999BA801ZVFZ29V	ATTM 285004277895NTZ 800-851-9500 GA	\$472.2
V23	11/23	٧	#2471705ABTD@TEHNAV	DELTA AIR CO02194989619 HIBBONG MIN	3,000
		•	11/23/11	STENERSTEPHEN	
			1DLL	SALT LAKE CITY LOS ANGELES	
			2 DL L		
-	4		SDLQ	PHOENIX BALT LAKE CITY	
/23	11/29	Y	#2479076A857E7V96VV	GROOMING AT GRAYHAMK 100-4774510 AZ	\$90.0
/25	11/25	Ą	#24071DSAB4ROEE1JEV	BAPIBOS PIZZA - SCOTTSD SCOTTSDALE AZ	\$5.7
/25	11/25	Ÿ	42416407AABREF907KV	SAFEWAY STOREDOG12534 SCOTTSDALE AZ	1.01%
125	11/25	Y	#24B0216W4000340FIEA	CIRCLET COSAS PHORNIX AZ	\$86,6
25	11/25	٧	#247803QAANQADYO7CW	DEES DANGEWEAR & PHOENIX AZ	\$16.7
JES	11/26	Ý	#2489216ABDONENELICIV	CIRCLE K DESINS SCOTTEDALE AZ	\$77.0
/28	11/26	Ý	\$2476197ABETDKD46TV	HI-HEALTH #75 SCOTTSDALE AZ	\$46.0
.— 127	11/27	Ÿ	#2444000ABBPHINNSOHV	FRYS-FOOD-DRIG #0673 SOOTTSDALE AZ	\$19.
27	11/27	Ÿ	#2449215AGFP027.ISNV	RIVERWOODS S018910078 UT	\$26.0
28 28	11/26	Ÿ	#94073BOADOWNOCE34SV	JOANN ETC MISS PHOENIX AZ	
128 128	11/28	v	#2418407AC2LR##44AV		\$16.1
128 128		v		TARGET , 00019907 PHOENIX AZ	\$200.0
	11/25	•	#2431808AOFYNOSNEW	SHELL DIL 57442228906 TEMPE AZ	\$0.1
28	11428	٧	#2431805ADFYNETSHEV	SHELL OIL 57442225908 TEMPE AZ	· \$0.5
/28	11/28	٧	#2444500AD20SAAYCOOY	NORDSTROM-RACK #0879 SCOTTSDALE AZ	\$42.3
78 8	11/28	٧	AGEATY DESCRIPTION.	NORDSTROM-RACK-ROSPS SOUTTSDALE AZ	\$102.3
/38	11/2	У	SAMBORSTY OCCUPANTA	NOTHING BUNDT CAKES IS SCOTTSDALE AZ	\$44.7
/20	11/29	٧	#2444BOOADSPFTOCHZY	FRYS-FOOD-DRG-#0573.900TTSDALE AZ	\$85.8
29	11/89	¥	#24801307AD000VH6V0EV	QT 487 PHOENIX AZ	\$86.0
(20	15/30	Ý	\$3401350AE011RP787V	JALAPENOS MEXICAN CAFE SCOTTSDALE AZ	
30	11/36		#8407280AFDENOSONEV	JOANN ETC \$1865 PHOENIX AZ	\$14.0
SO .	11/90	v			\$9.2
		-	#348BBBTAFAKYBKYKSETY	ULTA 3 #77 SCOTTSDALE AZ	\$305.7
30	11/30	-	#2420057APNYBXWEEEY	ULTA S##7 SCOTTEDALE AZ	\$26.6
20	11/20		#2442735AFLMB2LR1LY	OHICK-FIL-A.S01984 SCOTTSDALE: AZ	\$14.6
30 ·	11/80		#244310SAFGEUSSCZ1V	PANDA EXPRESS 1640 PHOENIX AZ	\$6.8
30	11/30	. A	#26BTOK3AFGSPWYX4DV	MICHAELE ROOM SCOTTSDALE AZ	\$20.B
30	11/30		#24E9218AE00JY08L5V	ALPALEGIANT AIR 702-005-0000 NV	\$145,6
30	11/90		#Z4GEZTGAECOKTEMFOV	ALATALLEGIANT AIR YOU GOD BORN NY	\$963,4
30	11/80	-	#2450216AEOOKSBYYBV	ALA'ALLEGIANT AIR 703-505-6089 NV	
 20	11/30	•	#3499216AECOKSBOAAV		\$19 <u>2.6</u>
20	11/90			ALAMALIEGIANT AIR 702-505-5688 NV	2145.0
			82499218AEDDKGQD90V	ALA*ALLEGIANT AIR 702-505-8888 RY	\$195.5
36	11/30		#2489218AEXXXCODSVV	ALA"ALLEGIANT AIR 708-505-8008 NY	\$291.3
30	11/30		\$34805) 6/E00KEOG34V	ALA"ALLEGIANT AIR 703-505-6000 NV	\$172.8
01	12/01	٧	#5443-106YCRUTYASYDKA	CHIPOTLE 0444 SCOTTBOALE AZ	\$R.5
21	1201	Y	#24THRYSENFOUNTYPE NO	LTP LIFE TIME NO DUES BEE-450-6432 NO	\$81,9
21	12/01		69476197AGSQB1NTCKY	HOLLYWOOD TANS SCOTISDALE AZ	\$49.4
22	12/02		43401399AHD18KF818V	THAT BASIL SCOTTSDALE SCOTTSDALE AZ	
×	12/02		\$3405522AH5V14D4F4Y		. \$35.0
# 12	18/02			ZOLTONS BALON & DAY SPA SCOTTSDALE AZ	\$40.00
			EPHEROLANDES RIASDOV	BYU SIGNATURE ORD WEB 801-422-6943 UT	\$40.00
22	1202		#0444600AHHEYDHPPZV	WALGREENS ##894 SCOTTSCALE AZ	\$28.01
22	1202	γ :	#244028DAG3OVWMM9NF-(V	SCOTTEDALE MAD SCOTTEDALE AZ	Sibta
32	1202	٧ ;	ASHETO43AJOSPUBBYTTV	MARRIOTTPHOENIXCLEMONTHLY PHOENIX AZ	\$813.4
J3	12/03		#2444B00A.12XAM4787V	WALGREENS 40177 SCOTTSDALE AZ	\$21.80
23	12/03		F2H4039BAJB0T(P7B(Y	PINNACIE PEAK GENERAL ST SCOTTSDALE 12	
 X8	12/03		PRISTORDALIZET ZEWICEY		\$86,00
25	12/03	•		CHEESECAKE NO SCOTTSDALE AZ	\$80.00
			P2C78197A,BSH1N8PNY	PE WE KNOW COS OCCUTSIONLE AZ	\$14,16
29	12/08		1247 THIT A BEST HINEFIEW	PEI WEI 10007 GOZ SCOTTSDALE AZ	. \$3,00
13 .	12/03	Y	P2476107AJB1DKC45JV	HHEALTH 975 SCOTTSDALE AZ	\$38.12
34	1204	V	12/44500/UBPHGBSSWV		

ACC004328 FILE #8302

				Fransactions (continued)	•
Transact	ons (cost				
Trans Date	Post Date	Cer	Reference Minning	Description	Amount
12/04	12/04	V	#24##216AJOONEAYOMV	ORDLE KORPIS BOOTTSDALE AZ	\$15,00
12/05	12/05	Y	#2403621AMKWZZY3AAV	UNITED AIR 0182135852177 E-TKT L	\$5,00
			12/07/11	STEINERSHELLYMS	
			1 USX:	PHOENIX SALT LAKE CITY	
			EUSX.	SALT LAKE CITY PHOENIX	
12/05	1205	¥	#3409821AA#ON2ZYSA2V	UNITED AIR oriestssess to E-TICT IL	85,00
			12/07/11	STEINERMARK G MR	
•			1 US X	PHOENIX SALT LAKE CITY	
			2 US X	SALT LAKE CITY PHOENIX	
12/05	12/05	A	#2409#21ANIKW2ZZBECKV	LINITED AIR D164069291895 CHICAGO IL	\$100.00
			12/05/11	STEINERMARK O MR	
			† UAY	XAA XAA	i
1206	12/05	٧	VSOMENACENTAL	WAL-MART #2780 SCOTTSDALE AZ	\$158.40
12/05	12/05	γ	#2449215AKFINOCH #38KY	PAYPAL PINNACLEPEA 402-935-7735 GA	\$40.00
12/05	12/05	٧	#2480137AKB08/GGMZV	QT 485 PHOENIX AZ	\$64.00
1205	18/05	٧	PRISOCOUAL 15E1SMIHV	HILTON POINTE IN TYME PHOENIX, AZ	847.00-d
1205	12/05	٧	#2490504,AL15E1SN20Y	PT HILTON LOOKOUT GOLF PHOENIX AZ	\$38.26
12/08	12/06	٧	#247225BAMWQNMAAFW	SUMMET DIEANERS SOCTIFICALE AZ	\$21.09
12/05	12/05	٧	#2441HODAMBOOLZEPG4V	OLD NAVY #8528 PHOENEX, AZ	\$19.13
12/06	12/06	٧	82444500AMEPFTZ108Y	FRYS-FOOD-DRIS MUKIS SCOTTSDALE AZ	\$42.49
12/95	12/06	¥	#244500AMPPFTZ1FYV	FRYS-FOOD-DRIG BOBYS SCOTTSDALE AZ	81.34
12/07	12/07	٧	#3404B03ANQ016PG(7)Q/	CHEVRON 00204058 PROVO UT	\$80.00
12/07	1207	٧	#2419R15AMPPOSL188Y	RIVERWOODS SCHOOLS UT	\$50.00
12/07	12/07	٧	#244ERTSAMPPOVEPPSV	PAYPAL TINNACLETEA 402-635-7783 CA	\$25.00
12/07	12/07	٧	AT A STATE OF THE	ORCLE KOSB15 SCUTTSDALE AZ	\$76.64
				Total Transactions For This Period	\$14,413.25
•es					
tens Date	Prest Date	Care	Reference Number	Description	Amount
				Total Pees For This Period	. \$0.50
nterest C				•	
Trains Date	Post Date	Care	Parference Number	Description	Amount
				INTEREST CHARGED ON PURCHASES	00,00
			•	INTEREST CHARGED ON CASH ADVANCES	\$0.00
				INTEREST CHARGED ON BALANCE TRANSFERS	\$0.00
				Total laterest For This Period	\$6.00

2011 Totals Year-to-Date	
Total less charged in 2011 \$161.0	9
Total Interpet objerged to 2011 50:0	0

Important Messages

	Interest Charge C	alculation		, T
Your Amount Percentage R	ata (NPTC) in this entrickl informal ratio dynyczer account.			
Type of Balance		Anisatel Percentage Rate (APR)	Holorica Stabject to interest Rate	inferent Charge
Paguar Purchases (v)		3,00%	\$6.00	\$0.00
Plagular Cash Advances (v)	8.90%	\$0,00	\$0.00

The APR for a bediesce type tollowed by a (v) is a variable sale.

Paying Interest and Your Grape Period: We will not charge you any suffer interest on your Purchase Balance on this Statement if you pay your entire New Balance by your Payment Due Date of 01/02/12.

*Beliance Computation Method: Average Daily Belance (Inchiding New Purchases). For more information about how we calculate the Beliance Subject to Interest Rate and how requiring belanus was determined, cell (800) 531-5722.

Additional Disclosures

If your mans appears on this statement, our records show that this is your account and that you are liable for paying the New Behaum.

information reported to credit buyeaus. We may report information about your account to credit buyeaus, Late payments, informatic, or either defaults on your account may be follocited to your erects report.

NOTE: When you pay by check, you authorize us to use information from your check to make its one-time electronic lunds, transfer from your checking account. Force your escount as early se the day we receive your payment and you will not secret your check back from your bank.

What to Do If You Think You Fled A Mileton on Your Statement if you think there is an expr on your sit, write to us at USAA Credit Comit Services, P.O. Box 1802b, San Antonio, TX 79265-5828,

- In your latter, give us the influency information:

 Account information: Your perse and account number,

 Dollar ensure: The dollar ensure of the suspected error,

 Description of Problem: If you think there is an error on your bill, describe what you believe it wrong and why you believe it is a reign.

Additional Disclosures, control on med page.

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Payment Contribitions. Payments must be unife in U.S. delines and dream on fonds on-deposit at financial institutions insured by the F.D.L.D. Bo not mail cash. Payments received by the typ 5 per central fine will be existed as of the same day it the payment in it. U.S. delines and surface.

By check or simply order drawn on a financial buildintic located in the U.S. or the local order, a consumerised only with the payment coupon or your account number, and either smaller to our payment address on the fiorit or delivered in passes to us (do not used cash);

Backcordeally on usea, come or favough a third-party bill paying service; or
Telephonically by calling 1-000-031-0722.

Payments that we accept that do not must the above requirements will be credited within 5 days. We reserve the agent to willighted oracle availability until we accept that do not must the above requirements will be credited within 5 days. We reserve the agent to willighted oracle availability until we accept that do not must be set only to the confirm receipt of good fands.

cont Beltiements. You cannot eathryour account beliance without our without agreement. If you want to settle your account for less them the New nos (for intemple if you depute the ements you use or you seemed agree to pay what you owe), you must write to us at USAA Credit Card Feecut tose, P.O. Box \$4804, Sun Antonio, TX 78286 and we must agree in writing. Otherwise, we may proceed your payment and it will not release you ng the remaining unpeld belence or result in an eccord and seafstactien.

Rewards Summary (continued)

FOR QUESTIONS ABOUT YOUR USAA CASH REWARDS PROGRAM CALL (808) 531-8722.

	e and Co	w(He				
Payments and Credits Tens Date Post Date Card Reference Number Description Amount						
12/70	12/12	· V	87426867ATLIVEZOMHZV	LILTA 2.572 SCOTTSDALE AZ CREDIT	Astronyal S49-49-	
12/13	12/14	· v	STAZZESSÁWAGÁKKEÁN	WAS SUPERCENTER SCOTTBOALE AZ CREDIT	\$144.74	
12/13	12/15	v	#74CSB21AWLEYAFPTJV	SOUTHWEST AIRSES OF TOUSEY DALLAG CREDIT	\$527.40·	
12/14	12/15	Ÿ	#7418407AW2LROCESOV	TARGET 00019807 PHOENIX A CREDIT	\$18.56-	
12/14	12/16	Y.	#747867AXXVXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	ULTA #108 PHOENIX AZ CREDIT	\$10.56- \$50.25-	
12/16	12/16	v	#7444800AY0052BQ42V	STEIN-MART SOME SCOTTSDALE AZ GREDIT	\$31.68	
12/14	12/16	v	#7449398AXLDRUZNEZY	TILLYB 146 PHOENDL AZ CHEDIT	\$21,84	
12/17	12/79	v	9748985781MYQDTLAKV	ULTA #433 SCOTTSDALE AZ CREDIT	\$34.86	
12/19	12/20	v	\$7418407812LPC039WWV	TARGET CODESOT PHOENIX A CREDIT	. 277.96	
12/19	12/21	·	#742965/B2MYQ1#SSMV	ULTA #108 RHOENIX AZ CREDIT	128.95	
12/19	12/21 .	v	\$7448385B2ENDHOKAHV	HAM \$176 SCOTTSDALE QUAR SOUTTSDA ORIEDIT	\$95.71-	
12/19	12/21	v	\$7449906B2LDP09DD9V	TILLYS 145 PHOENIX AZ CREDIT	\$269.48-	
12/29	12/29	v	#7427082882RF78QR7V	LISAA COM PRET-THANK YOU SAN ANTONIO TX	\$8.337.28-	
12/29	12/30	Ū	87422558BBAPLHW32BY	WM SUPERCENTER SCOTTSCALE AZ CREDIT	. \$22.33	
12/28	12/30	ċ	#74EAES1BEGGYLGSLHV	BED BATH & BEYOND #579 PHOENIX A CREDIT	627.49	
12/28	129/30	v	#74548518BG3YLGSMVV	BED BATH & BEYOND 4579 PHOENIX A CREDIT	\$43.72	
1223	12/30	ž	#7444500BR7XVR22PRV	NORDETROM \$0380 SCOTTSDALE AZ CREDIT	\$413.85	
12/29	19/31	v	47444800BÖ2X9Y4KZAY	NORDSTROAL RACK \$0279 SOOTTSDALE CREDIT	\$24,23-	
12/29	12/31	v	#7444500802009/4745V	MARSHALE MEN PHOENIX AZ CREDIT	887.43-	
12029	12/31	v	#74610139C00#RH46RKV	JUICY COUTURE ASSES SOOTTSDALE A CREDIT	\$351,38-	
01/03	121/06	v	#744BBBBCILLOPISZDECV	TELLYS #41 SOOTTSDALE AZ CREDIT	213.42	
- ;		•		Telal Payments And Creditis For This Period	\$7.872.91-	
ransacti	ions				44 101 225 1-	
		Circ	Reference Member	Description	Amount	
12/08	1209	7	EA 2942AVZKABOAYBV	CHARLESTON'S SCOTTSDALE AZ	\$27.00	
1208	1200	÷	#2415813AP9ZNDCZJOV	BUSY SIDDY OREM UT	344.8B	
1208	12/09	Ý	424158134P9214072H9V	BUSY SIDDY ORBAL UT	\$14.05	
1208	1200	v	#2415B13AP9ZMXXZYOV	BUSY SUDDY OFFEM UT	\$25.64	
12/07	12/09	v	#2452300AH7QAP#GGFV	TUCANOS BRAZILIAN GRIL PROVO UT	883.00	
12/00	12/09	v	#2435178AFNZ7FD3ADV	SA BERRIOS-OBL 460-FORMOSE AZ	\$10.29	
1200	12/09	Ý	#9449090APEL#COREXV	MICROSOFT "XBOX LIVE BOD-886-5550 WA	\$70.00	
12/09	1200	v	#2444600APSEADOMYFY	AUTOZONE PRES OFEM UT	\$26.89	
12/00	12/08	Ý	#9448388AR61908P34V	CAPERIO PROVO QUE PROVO UT	\$29.78	
1206	12/09	Ÿ	#D469061APOSJSEJTIMV	ICEBERG OPEN 8012281811 UT	\$17.20	
1208	1200	Ý	#2675E42ANZMAJVW9ZV	PLANTED EARTH ING ORIGIN UT	\$36.14	
12/09	1205	v.	F2475542AF7NIAZZSMYY	PLANTED EARTH ING ORIEN UT	328.61	
12/09	12/09	v	PROFESTARBOOV: NPTY	SIXY HARBORT ARPPORT TA PHOENIX AZ	\$75.00	
12/10	12/10	¥	#24DR3SBATOIKYXZESV	TAKE CARE HEALTH ARRZONA, SCOTTSDALE, AZ	\$108.00	
12/10	19710	v	#2401338ATOLKYXXXXXV	TAKE CARE HEALTH ARRIVONA, SCOTTSDALE AZ	\$106.00	
12/10	12/10	v	ANCES BARAGIRHVENY	WM SUPERCENTER BOOTTSDALE AZ	\$180.96	
12/10	12/10	¥	#2F22B3BAFAG31FHV7MV	WAI SUPERCENTER SCOTTEDALE AZ	\$6.62	
12/10	12/10	v	#3C289BARAG(FHV75V	WIN SUPERCENTER SCOTTSCALE AZ	127,46	
12/10	12/10	v	#242816BATBABEVBOOK	DAIRY CLIEEN MISSER ECOTTEDALE AZ	. \$9.55	
12/10	12/10	•	POZETE ZATUYEZ MESV	ULTA 1 877 SCOTTISDALE AZ	\$271.29	
12/10	12/10	v	S2442739AFLYHYWSHOV	PARADISE BAKERY & CAFE SCOTTSDALE AZ	\$45.92	
12/10	12/10	v	#24E1043AT00FT/SEGQV	NICHAELS AGES PHOENIX AZ	814.30	
12/10	12/10	v	42461043ATOSTOOSB1V	MARRIOTT PROVO HTLECONF PROVO UT	\$200,66	
12/12	12/12	v	42426857AYMYBZPMIDY	ULTA 3 877 SCOTTSDALE AZ	\$17.84	
12/12	12/12	v	#3443#BEAVBNEEH PBV	HEM \$178 SCOTTSDALE QUAR SCOTTSDALE AZ	\$322.90	
	12/12	Ú	#3444500AA000AA001AA	STEIN-MART #340 SCOTTSOALE AZ	\$14.15	
19/12	12/12	v.	#2480127AS000KB01MV	OT 407 PHOENIX AZ	964.00	
12/12				GOUTENMERTAPRESSAGET/ESGE DALLAS TX	\$527,40	
12/12	12/11	ν	会工会介を応わり まなげ がくシュミングファン			
	12/13	¥	#2406621AWJ5YAMI7ZY		\$027,40	
12/12	12/13	¥	#3406621AWJ5YAM#72Y 12/14/11 1 WM Y	STEMBRISTEPHEN SALT LARE CITY PHOENIX	\$027,80	

ACC004332 FILE #8302



Account Summary	
Signature of the Signat	n1/08/12
Access Alember	5452
Paymout due date	02/02/12

ransacti	icus (cod		9		
IN Date	Post Date	Can	Reference Number	Description PHOPNIX SALT LAKE CITY	Amount
		٠.,	S AWA A	PHOENIX SALT LAKE CITY SOUTHWESTAPRING AND TO ALLAS TX	· \$527.40
12/13	12/13	¥	#2409021AW.USYB2ZS1Y	STEINER/SHELLY	٠,٠٠٠
			1 WN Y	SALT LAKE CITY PHOLENEX	
			2.WN Y	PHOENIX BALT LAKE CITY	
12/13	12/13	٧	#242258BAWAG4KSEAEV	WIN SUPERCENTER SCOTTEDALE AZ	\$5,95
12:13	12/13	٧	EZAZZEJBAWAGAKSEAWV	WIN SUPERCENTER SCOTTSDALE AZ	\$395,61
12/13	12/13	٧	#2444SUDAWIZKAAAKRISY	NORDISTROM DIRECT #0608 BOD-985-5800 IA	\$112.90
1273	12/13	٧	A-BOOWWAXZAWOOLA	NORDSTROM DIRECT \$0808 BOD-286-6800 IA	\$130,95
12/14	12/14	. V	#2418407AWILF#QKFVV	TARGET 00019807 PHOENIX AZ	\$295.40
12/14	12/14	`¥	#24EEEEF/A/GUTFC02EHTYV	ULTA #108 PHOENIX AZ	\$82.19
12/14	12/14	٧	#2442105AX06JSDYGDV	EINSTEIN BROS BAGIELEZEN PHOENIX AZ	\$19.57
12/14	12(14	٧	#2444900AXEEAP0082V	MARSHALLS MAN PHOEMS AZ	\$180.20
12/14	12/14	٧	#2440216AWRPDDAXZFIV	RIVERWOODS SCIENTINGS LT	\$25,IX \$457.28
12/14	12/14	¥	SCHOOLDROOMWAY	TILLYS:145 PHOENIX AZ	\$28.57
12/14	12/14	y	#24400000AXLOROENALY	TILLYS 146 PHOENIX AZ	\$125.00
12/14	12/14	y	#2449396AX5V67VW46V	ELEPHANT BAR # 225 PHOENEX AZ BATH & BODY WORKS 1704 PHOENEX AZ	\$373
12/14	12/14	V	#24796#6AXEATOHD76V	SPORT CHALET DODGESO-SCOTTEDALE AZ	\$269.30
12/15	12/15	y	#2416407AXBMEPNEVPV	FIVE GUYS-AZ # 083 SCOTTSDALE AZ	\$62.93
12/15	12/15	Ä	#2422449AYYZYYYTPE3V	WAI SUPERCENTER SCOTTSDALE AZ	\$22.00
1275	12/14 12/16	٧	#2429595AXAG616FJLV #242916BAYD5JXF918V	BASHAS' 8097 SCOTTSDALE AZ	35
12/15	12/14 12/15	٧	#2446503AY00929EYNY	STEN-MART 20080 SCOTTSDALE AZ	\$31,5
12/15 12/16	12/15	v	#2444500AYDDS2BO1AV	STER MART MORO SCOTTSCALE AZ.	\$29.00
12/15	12/15	v	#2444BODAYDDB2BC#GV	GAMESTOP \$2760 SCOTTBOALE AZ	\$21,76
12/15	12/15	v	\$2475541AXJP9J2KY8V	FRASRANCENET COM 800-7279867 NY	\$71.75
12/16	12/16	v	#2404609AY0092HTZWV	CHEVRON DESIGN SCOTTSDALE AZ	\$30.00
12/16	12/16	Ÿ	#2407105B04K9JFP60V	BARROS PIZZA - SOUTTED SOUTTEDALE AZ	\$74.85
18/18	12/16	v	#2416407AYBMEFINDTOV	SPORT CHALET COCCORD SCOTTSDALE AZ	\$20.20
1276	12/15	v	12422445A222Y0,UFW	ALPINE BOARDSPORTS PHOENIX AZ	\$82.90
12/16	12/15	Ÿ	#2469957AZMYQDGGLTV	ULTAS MY SCOTTEDALE AZ	\$174.80
12/16	12/18	Ÿ	#2444000AY#PG/WJF9V	FRYS-POOD-DRG SUS/3 SCOTTSDALE AZ	\$119,18
12/15	12/16	·	#2461043E003FIAB73EV	MICHAELS #2009 SCOTTSDALE AZ	\$19.97
12/18	12/16	Ý	\$2466216AY00MAUDBOV	COSTCOLCOM TONLINE 800-805-2292 WA	\$161.6
12/18	12/16	Ý	#2459216AYOUMTPF#GPY	COSTCO COM "ONLINE 800-955-2292 WA	\$189.90
12/17	12/17	ÿ	#241840780Q5F9DQBLV	UEPS OS/RESURSSBERROTE SCOTTSDALE AZ	\$23.9
12/17	12/17	¥	#242107380617LEHTAY	GB SCOTTSDALE PHOENIX AZ	\$45,00
12117	12/17	Ÿ	#2426657BTMYQUTLARY	ULTA'S \$58 SCOTTSDALE AZ	\$4.75
12/17	12/17	Ÿ	#24810438003RB#1HJV	JUROY COUTURE MISCO SCOTTSDALE AZ	\$312.4
1217	12/17	٧	#24802188100EYKW6NV	APPLESTORE #P292 SCOTTSDALE AZ	\$216,8
1247	12/17	٧	#2459216B100EYRW6YV	APPLE STORE ARISE SCOTTSDALE AZ	\$216,8
12/16	12/18	٧	\$2449901B149APBVGAY	WAL-MART SZES SCOTTSDALE AZ	20.7
12/18	12/18	¥	#9461043B10SP(DXX)16V	JUROY COUTURE MIGHE SOCITABIALE AZ	\$284.4
12/18	1,2/18	Υ.		CIRCLE RUSSIS SCOTTSCALE AZ	\$54,74
12/16	129/18	٧	#2469216B0007MVW71V	BURDERRY 4035 SCOTTSDALE AZ	\$621.01
12/18	12/18	Y	#54E0S1@B1GC/NSVXLEA	NA SAGETTUGE OF HOHERY DIALETHOM	\$74.0
12/16	12/18	٧		CIRCLE KOS915 SCOTTSDALE AZ	\$89.00
12/19	12/19	y	#2412250B2WGMNOL1FV	THE DOLL HOUSE & TINY STO SCOTTSDALE AZ	\$26.2° \$218.50
12/19	12/19	Y	#2-634051B2G3YF5ZWNV	BED BATH & BEYOND #173 PHOENIX AZ	
12/19	12/19	Y	#342/6518263YF8#FGV	BED BATH & BEYOND #573 PHOENIX AZ TLP CACTUS FLOWER FLST BOD-4218816 AZ	\$87.40 \$150.18
12/19	12/19	V	#2488894B2DDGVPZTTV	PANDA EXPRESS 947 PHOENIX AZ	\$31.83 \$31.83
12/19	12/19	. ¥		PANDA EXPRESS 947 PROENTA AZ NORDSTROM DIRECT \$0008 800-285-5800 (A	\$219.90
12/19 12/19	12/19 12/19	Y	#8444500B22XBB01PVV #244939882LDR03C/EBV	TELLYE 143 PHOENIX AZ.	2159.5
12/19	12/19	V		NOTHING BUNDT CAKES SCRITTEDALE AZ	\$28.93
1273	12/18	v	6245362381S68DPEF8V	NOTHING BUNDT CAKES-S SCOTTSDALE AZ	\$85.8
12719	12/19	v	#2489218B100HT/ATPLY	AMAZON MICTPLACE PINTS AMENICOMBILL WA	\$20.8
12/19	12/19	v	#2469216B100MPLP327V	AMAZON MICTPLACE PILITS MAKIN GOMBILL WA	\$65.6
12/20	12/20	v	#2449796Bst.MsMZB0QV	PGA TOUR SUPERSTORE TO SCOTTSUALE AZ	\$18.6
12/20	12/20	v		JACK IN THE BOX MADO BOOTTSDALE AZ	\$14.1
12/20	12/20	v	#2444BOOBSEXEWRPLNV	CLARE'S 46928 PHOENIX AZ	\$15.8
1272	12/20	¥		WAL-MART BOYES SOOT SDALE AZ	\$123.5
12/20	12/20	v		NOTHING BUNDT CAKES & SCOTTSDALE AZ	\$20.21
19/20	12/20	Ý		APL'APPLETIONES STORE 855-719-7783 CA	\$1.3
12/20	12/20	v	VFI-051000003011400459	THE HOUSE ACTIVE SPORT 800-9027245 MM	\$282.0
12/20	12/20	V		INDUSTRIAL PEDESHOP OR PHOENIX AZ	\$15.2
12/20	12/20	Ý		BATH & BODY WORKS 1704 PHOENIX AZ	. \$13.11
12/21	12/21	y	FOAT EZERBANGNAMAFBY	SUMMET CLEANERS SOCITIBIDALE AZ	\$59,70
1221	1221	٧		BOLTONE SALON A DAY SPA SCOTTSDALE AZ	\$40,00
12/21	12/21	V	\$244273CBALMEGBHBEV	HAT WORLD, NO. PHOENIX AZ	\$43,70
12/21	12/21	٧	EN COTOSBACK / SEAALIV	EINSTEIN BROS BAGELSSEN PHOENIX AZ	\$#.28
12/21	19/21	ν	VITICONNO POR PORTO PORTO	SLEEPOVER HOVER NC 480-218-4280 AZ	\$274.00
12/21	12/21	Ų	ATTENACEMENT OF THE PARTY OF TH	GREAT CLIPS MICHO SCOTISDALE AZ	\$15.0t
12/22	12/22	Ý	\$3416407BBQD00LK7WV	CHILL'S GRILL 00000778 Lalayette LA	\$125.25
12/22	12/22	٧	WARREN LANGUAGE LANGUE PARTY OF THE PARTY OF	CAFE PIO EASTERN LAS VEGAS NV	\$84.5
12/22	12/22	٧	#2480E14BOOMDGWEEY	CIRCLE K OS194 PRICENIX AZ	\$81.2
12/22	1272	٧	#345021 #3500FHYBDSV	HUDSON NEWS LAS VEGAS NV	\$6.30
1823	12/23	٧	#2419506B7W@NNFVY5V	CANE RIVER INTCHENWARE NATIONITOCHE LA	SA.31

ACC004333 FILE #8302

Transactions (continued) Transactions (e Traps Dale Post Da DESCRIPTION ... ALLES VEGAS NV \$12.00 1223 12/23 624/27358HLY1007487V SONIC DRIVE IN S285 LEESVELE LA 8.09 #2466216850056NTXWV 12/23 APL'APPLE ITUNES STORE ME-712-7733 CA \$77.85 12/24 12724 #2442733BBLYKCY54EV SOME DRIVE IN SERVICE LA \$29.02 12/84 12/24 #24(2)3386LY(0)Y54NV \$16.97 12724 \$2444500B7220BP90VBV WALGREENS MOSM LEESYNLE LA \$22 97 12124 12/24 #2445801B643457ERGV WAL-MART SOADS LEESVILLE LA 395,00 EN STREET FEBRUARY ZUTY 12/24 12/24 BLOCKBUSTER NORMER 485515-2451 AZ \$16,33 12/26 #2/F2445BA2YSD9LDQ TALWIND SHV SHEVEPORT LA \$51.10 12127 12/27 #340380388006DFAEDA CHEVRON COORSISS HENDERSON MY PIZZA HUT REFRES SCOTTSDALE AZ PORTE TORREST INSIZA 308.25 12/27 12/27 \$29.51 12/27 19/27 #DILLEFOYBORYOCKACAR/ IN NOUT BURGER JOING LAS YEGAS MY 335.58 12/27 VOEWWOTENER DEBUTE COURTYARD BY MARRIOTT-GRE HENDERSON NV 243.06 MENNOTED A SENTENCE 19/27 12/27 COURTYARD BY MARRIOTT-GRE HENDERSON NY \$43.68 12/28 12/28 #344#900Rpovepoded NORDSTROM JOSEC SCOTTSDALE AZ \$102.48 1231 12/31 #844839BOHPHBLEDSVAV AZ MOTOR VEHICLE DIV WEB ME-498-498-4933 AZ 2209 00 19611 1231 #267@197CEHMAREZEPY STUDIO MOVIE GRELL SCOT SCOTTSDALE AZ \$25.00 01/01 01/01 #24892160HCOGB1WR5V LTP UPE TIME MO DUPS RES-190-MISS MAN **58**1,96 01/01 01/01 \$2489216QJQQBF7723W LIFE TIME CAFE 188084 PHOENEX AZ \$10,47 01/01 01/01 #2476197QJ3Q13SQ1YV HOLLYWOOD TANK SCOTTEDALE AZ 240.40 01/02 01/02 #24692160J0002DR7AV on Sarvicino Kinello autices (Laines Wil-\$8,47 01/02 01/02 **ENDERFORMATION** PEI WEI 20007 CO2 SOCITISDALE AZ \$47,04 01/03 01/03 #2449215CKRPANFUBKY RIVERWOODS 801601007B UT \$95.00 D1425 01/02 #2448GBBC/KD343BZ/EBV ATTM*285004277896MT/Z 800-351-0503 GA \$892.95 01/03 01/02 #24781970L81019345RV HI-HEALTH #75 SOOTTSDALE AZ \$43,57 01/04 01/04 #2432300CMSGFKEEDWY DATA DOCTORS 208 SCOTTSDALE AZ \$129.00 \$3438301QMBCGMB1BV 01/04 01/04 BY/J SIGNATURE CRID WEB 401-422-8843 LIT \$100.00 01/04 #2445501CLASAGXAZZV 01/04 WAL-MART #2788 SCOTTSDALE AZ \$86.07 P 01/05 01/05 #2428 16WCHBINHFDEMIV DAIRY QUEEN PHOENIX AZ \$7:52 01/05 01/06 #2428657CNIMYOSZQUZY ULTA#108 PHOENIX AZ \$35,20 01/05 01/06 #245E3UUDN9KFLDJKI V DATA DOCTORS 208 SCOTTSDALE AZ \$70.00 01/06 #8444500CN2X7V8G2AV WENDYS 19835 CS5 PHORNIX AZ \$9.37 01/05 01/05 #2489210CMCDGDP8ZIV BYU OTHER CHARGES 801-422-1825 UT BYU HOUSING, DINING 801-422-8944 UT \$5,00 01/05 01/06 #248R21GOMOOSDP7KDV **51,361.50** 01/05 01/05 OFFICIE KOS745 PHOENIX AZ \$249216ON004G7T26V SRS 27 01/05 01/06 #2459218CINCOERP1 KAV APPLE STORE GRESS SCOTTSDALE AZ \$102.34 01/06 01/05 #249000AQN15E1SV2ZV PT HILTON LOOKOUT GOLF PHOEMIX AZ \$59,57 8 01/06 01/08 \$2418407CNOSFNIPSUAV USPS 03766906393828876 SCOTTSDALE AZ \$29,10 01/06 TARGET 00012070 LAS VEGAS NV BAJA FRESH 1000000076 SCOTTSDALE AZ 01/06 #2418407CN9LRMLRDV \$54.08 01/06 DVOS #2418407OP2580JHLFV \$7.20 01/06 01/06 #3443106QP05JE40YJV PANDA EXPRESS 947 PHOENIX AZ 01408 61/06 #2440210CPQCUPWRBIV CIRCLE KOSSIS SCOTTSOALE AZ THE CANYONS INTERNET 455-8485400 UT \$21.50 #2/75542QN/BPQBGGW 01/06 01/06 95.00 01/05 01,06 #24792BEOPERUTEVOV VIOTORIA'S SEORET #1281 SOCTTSDALE AZ \$27,31 01/07 01/07 921 8QP00PLC381V LIFE TIME CAPE 188084 PHOENEX AZ \$4.36 01/08 DLIDS PEBATE \$1,623.01-**Total Transactions For Title Period** £13.653.33 Trans Date Post Date Card Reference Mumber Description es For This Period Interest Charged
Trans Date Past Date Gard Reference Number \$0.80 Description INTEREST CHARGED ON PURCHASES wd 80.00 INTEREST CHARGED ON DASH ADVANCES \$0.00 INTEREST CHARGED ON BALANCE TRANSFERS \$0.00 Total Interest For This Period

2012 Totals Year-to-Date	
Total fees charged in 2012	\$0.00
Yotal Interest charged in 2012	\$0.00

Important Messages Interest Charge Calculation Your Administ Percentage Plain (APR) is the served interest rate on your ecocust. Type of Balance Pate (APR) Interest Charge = (v) 90 00 PRODUCT COSTS Advances (v.) ALDON. \$0.00 \$0.00 The APR for a belance type followed by a (v) is a variable min. Paying interest and Your Grace Period: You will not charge you say further interest on your Purchase Belence on this Statement if you pay your ordine lence by your Payment Due Date of 0202/12 "Substan Computation Method: Average Dully Balance (secluding New Pulchanae). For trons information about how we calculate the Balance Subject to Interest Rade and how resulting interest seet determined, cell (800) 531-6722. Additional Disclosures

ACC004334 FILE #8302

onal Disclosures confinem on pact page.

Payment Conditions. Payments must be quick to U.S. delians and drawn on lands on deposit at liverial hydrogen insured by the F.D.L.C. Do not must can't. Payments replayed by the V-post configuration will be some day if the payments and made:

By check or sponey order drawn on a francial besistable located in the U.S. or the post office, also made only with the payment outpon or your account number, and eliter analist to air payment advises on the front or delivered in passon to us (do not mail easily);

Bistonically on unstaurum or through a Serie-party bill paying service; or
Telephonically or calling 1-400-541-5722.
Payments that we except that do not ment the above inquirements will be credited within 5 days. We reservic the right to withhold credit availability unit we confirm receipt of good fairds.

count Bullterents. You cornot selle your account belence without our withen agreement. It yet want to eath your account for less their the More wron for more plan agreement, it yet want to eath your account for less their the More wron for more plan with the self-bull with the country of th

Rewards Summary (continued)

FOR QUESTIONS ABOUT YOUR USAA CASH REMARDS PROGRAM CALL (800) 531-8722.

				Transactions	
ayment	s and Cre	dits			
			Reference Number	Description	Aracutet
01/12	01/15	7	\$74445000X2000X7GYV	NORDSTROM BOSED SCOTTSDALE AZ CREDIT	\$215,01-
01/12	01/15	Ý	\$7444500GX2XGQ076XV	NORDSTROM BOSED SCOTTSDALE AZ- CREDIT	\$81,02-
01220	01/22	γ	47428967D6NYQ69R7GV	ULTA #108 PHOENEX AZ CREDIT	\$54,49-
01/21	01/23	¥	\$7444800D68PH2QG2EV	OILLARD'S 904 PARADISE VA PHOENIX GREDIT	\$82.79-
01/28	01/30	v	#7429867DDMYQ84654V	ULTA #108 PHOENIX AZ CREDIT	\$20,96-
01/91	02/02	¥	\$7449501 DG49AHS89SY	WALMART #2765 SEZ SCOTTEDALE CREDIT	\$2.17-
01/31	02/02	ý	#7469E16DG005V8Z8HV	LIFE TIME CAFE 155054 PHOENIX AZ CREDIT	\$44.08
76270	02/02	Ÿ	#7469216DG005VSZ8TV	LIFE TIME CAPE 155064 PHOENIX AZ CREDIT	\$44.2E-
02/02	09/05	Ý	#7405523DJHO0S5AZSV	CHAPMING CHAPLIE SOLS SCOTTSDALE CREDIT	\$104.24
		•		Total Payments And Credits For This Period	8636.73-
ransacti	ane		*****		
	Post Date		Reference Number	Description	Amount
01/07	01,08		SOCIOTROCINTALIGIONISTIV	Bouchon Bidgo & The Vene LAS VEGAR NY	\$23,00
0U07	01/00	v	#2407105OF4KAAA700V	BANNOS PIZZA - SCOTTSO SCOTTSOALE AZ	\$23.27
01,00	01/08	v	#2416407GTTDSFWGQQBV	USPS 05766306333626675 SCOTTSDALE AZ	\$4.95
01/06	01/09	v	#2431605QTFYLEZTL5V	BHELL OIL STATZTESSON LAS VERLAS NV	\$60.75
01/08	01/06	v	#2444500QTEXELFLIREY	NORDETROM \$286 LAS YEGAS NV	\$600.00
01/08	01/09	v	SOLIANDOCT ZONE FIVAV	NORDSTROM \$286 LAS YEGAS NV	\$235.01
01/00	01/09	v	#244500QT8PFNHBASY	FRYS-FOOD-DRG #0573 SCOTTSDALE AZ	
01/06	01/09	v	#2481043CR02PH7R37Y	MARRICTYPHOENOCLEMONTHLY PHOENIX AZ	\$1,052.66
01/06	01/09	v	#2481049CPDSR3FL0GV	MICHAELS 2009 SCOTTSDALE AZ	\$6.08
01/07	01/09	Ÿ	#2461D49QF231YPN645V	THE GRAND LUX CAFE LAS VEGAS NV	\$83.97
01/Qa	01/09	v	#2461U4SC/P2STYPNEHSY #2469218C/RCCCHREIOTY	APL'APPLE HUNES STORE #56-712-7753 CA	\$1.07 27
C1/OB	01/08	v	#2489218CIPECUPHEDIV	CIRCLE K GESIS SCOTTEDALE AZ	\$35.00
CIACIO	01409	v	S24717DECTETESSENIA	RED ROBIN NO 122 PHOEMS AZ	\$25.00
01/08	01/09	v	#24/1/IBC[IBIDESHIFT	HELL HOMAN NO 122 PHOLINIX AZ BATH & BODY WORKS 1704 PHOENDS AZ	\$25.00 \$36.00
01/08	91/08	¥	#242015700000LM07V		263.60
05/11	01/11	¥		OT ANY PHOENIX AZ	I I
01/11	01/11	V	#3416407QMB6ZJLJGRV #84383BÖVAFXBHD67V	WORLD MRT C0000487 SCOTTSDALE AZ WM SUPERCENTER BOOTTSDALE AZ	\$14.15 39.30
01/11	01/11	v			
01/11	01711	γ	#2422639CYAFXBHDTZV #2426657CYMJYC4GYMPV	WA BUPERCENTER SCOTTSDALE AZ	\$211.96
01/11	D1/11	Y	.,	ULTAS 877 SCOTTSDALE AZ	\$93.00
01/11	01/12	٧	#2460278CWOOSRPESSV	CIRCLE KOSPIE SCOTTSDALE AZ	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
の/12 の/12	01/12	v	#2NOTIOSCONWPENAXTIV	NICOLE COCLIZZA & BELLA SCOTTEDALE AZ	\$27.94
01/12 01/12	01/12 01/12	¥	#2444500CXZXXCGTEFV	NORDSTROM MISSO SCOTTSCIALE AZ	\$122.49
GRUS GRUS	01/12 01/12	¥	#2444800CX2X9Q07KQV #244480CX2X9Q074FV	NOROSTROM 40980 SOUTTEDALE AZ	\$44.87
01/12	101/12 101/12	Ψ.		NORDSTROM 10560 SCOTTSDALE AZ	\$24.00
01/12	01/13	¥.		NORDSTROM FORE SCUTTEDALE AZ	\$81.65
01/13	01/13	¥	#3401339C)Y039L8ESBY	ZNC BISTRO SCOTTSDALE AZ	tso.tis
01/13 01/13	01/13	٧	#3405522QY5V14D4F2V	ZOLTONS SALON & DAY SPA SCOTTSDALE AZ	540.00
01/13	01/13	v	#26900 CONTRACTOR	QT 497 QED04073 PHOENIX AZ	\$6L00
01/13	01/13	٧	62459216C000574CYSVV	APL-APPLE ITUNES STORE 885-712-7753 CA	. 62.79
ONIZ .	01/13	v	#2459R16CXC0779YYOV	APL'APPLETIUNES STORE 885-718-7788 CA	\$32.40
01/14	01/14	v	#MOTE 1970 YEST UNVASTY #MOZE ISBOZES ISH HIGY	PEI WEI 1007 OD2 SCUTTSDALE AZ	\$8.93
03/14 01/14		v		BASHAR FOR BOOTSDALE AZ	\$120.64
	01/14	•	#244W78QZF38QGFHTV	PARADISE VALLEY GOLF COUR PHOENIX AZ	\$27.00
01/14	01/14	. A	MAKARSHOO ACCHOLCHON	CANTINA LAREDO 180 BODTTSDALE AZ	645.00
01/15	01/15	٧	#2445501CZASAHORCSY	WAL-MART ROTE SCOTTSDALE AZ	\$80.29
91/10	21/16	¥	02442739D1L96PRIGP2V	VIA LINDA LANES SCOTTEDALE AZ	\$21.77
01/16	01/16	٧	#2#42755011.MBPRICESV	VIA LINDA LANES SCOTTSDALE. AZ	\$29.87 \
OVIB	OLVIB	٧	#2440216DDRNYYD8PJV	PAYPAL "SCREASEBALL 402-905-7783 CA	\$160.00
01/15	OI/10	٧	\$26/6187D13M4L0Y7DV	STUDIO MIGNE OFFILL SCOT SCOTTSDALE AZ	\$85.00
01/17	OVIT	٧	#2422545D400DCGMB1DY	SMOOTHE KING AND PORT OF PHOGNIX AZ	\$19.96
01/17	21/17	٧	#2445501D2#SASOSFWV	WALMART #276# SCOTTEDALE AZ	\$157.75
O1/18	01/18	v	#2436178D2REDGCDRHV	GRC-NATURAL ADVANTAGE 677-4367883 CA	229.95

ACC004337 FILE #8302



Account Summ	iary i
Statement slowing date	02/06/12
Account Number	5452
Payment due tiste	21/80/20

			•	Transactions (continued)	
(ransacti	ons (com		,		
Files Date	Post Date	Carr	Reference Marriag	Description	Amount
01/10	01/18	٧	4244450003003T14F2V	DILLARD'S 904 PARADISE VA PHOEMIX AZ	\$52.79 ·
01/16	01/10	V.	#2490216D300MM40VXV	EL BRAVO PHOENIX AZ	\$35,00
01/18	01/18	¥	#2459216D3CGN6FLB1V	DIPIOLE KOSSES PHOENIX AZ	\$250.01
01/18	91/16	¥	#2490504D315E1V4GEV	PT HILTON LOOKSUT GOLF PHOENIX, AZ	\$20,57
01/19	01/10	Ÿ	\$7482808D400781MSW	WWW.SALENOWONLINESHOP. BELING ON .	\$119.53
•				2020 753.21 155 0.158694122 *	Ĩ
01/19	03/10		•	FOREIGN TRAN CHG	\$1.20
01/21	01/21	٧	#2449998DB80T1P72.W	PINNACLE PEAK GENERAL ST SOOTTSDALE AZ	\$21.00
01/22	01/22	٧	#2460216D60000MFETYOV	APL'APPLEITUNES STORE 1886-712-7759 CA	\$4.93
01/24	01/24	٧	#2489216D900QFEW17Y	LIFE TIME CAPE 198064 PHOENIX AZ	\$44.26
07/25	01/25	٧	#244460TDA#PFMJZNOV -	FRYS PUBL # 7818 PHOENIX AZ	\$89.00
91/31	01/91	٧	\$9460216DGDUSVEZ51V	LIFE TIME CAFE 188054 PHOENIX AZ	\$44.26
02/01	10/90	٧	#9/05523DHHQ18DE8HV	CHARMING CHARLIE SOME GOOTTSDALE AZ	\$140.15
02/01	02/01	٧	#2480218DG00798LGDV	LIPPLIFE TIME MO DUES 869-490-6432 MN	\$81,95
02/01	02/01	٧	#24761970H3Q2DFZ1YV	HOLLYWOOD TANS SCOTTSDALE AZ	\$49.49
02/02	02/02	٧	#240RESEDJHQ0S&DPSV	CHAPMING CHAPLIE 4045 SOOTTSDALE AZ	\$14.13
				Tetal Transactions For This Period	64,491.86
ees				·	
rans Date	Fost Date	Card	Reference Number	Description .	Amount
				Total Fees Fee This Period	\$1,00
nterest C	harged				
cans Date	Post Date	Curd	Reference Namber	Description	Amount
				INTEREST CHARGED ON PURCHASES	\$110,75
				INTEREST CHARGED ON CASH ADVANCES	\$0.00
				INTEREST CHARGED ON BALANCE TRANSFERS	\$0.00
				Total inferest For This Period	\$110.78

2012 Totale Year-to-Date	
Total fees charged in 2012	\$1.20
Total interest charged in 2012	\$110.75

important Messages

YOUR BALANCE PRESENTLY EXCEEDS THE CREDIT LIMIT, FURTHER CHARGES MAY BE DEQUINED UNTIL THE BALANCE IS PAID BELOW YOUR CREDIT LIMIT.

Interest Charge Calculation

Your Amount Percentage Rate (APR) in the arrests interest rate on your account.

Halin Percentage Balance Subject to Interest Rate
8,90% \$14,925.86 Type of Balauce Regular Purchases (v) Regular Cash Advances (v) Interest Charge \$110.75 8.90% \$0,00

The APR for a beleace type followed by a (v) is a vegleble rate.

Paying Interest and Your Grape Pariod: We will not charge you only further interest on your Purchase Balance on this Statement I you pay your entire bince by your Payment Due Date of 05/02/12.

"Belance Computation Method: Average Daily Belance (policing New Purchases). For more information about how we calculate the Belance Subject to Indexest Rate and how resulting Informatives determined, cell (ISO) 891-8722.

Additional Disclosures

If your name appears on this staterment, our records show that this is your account and that you are liable for paying the New Helence.

information reported to creatif herester. We may report information about your account to creati howers. Lake payments, missed payments, or other defeats on your account may be reflected in your credit report.

NOTE: When you pay by check, you authorize us to use information from your check to make a one-fine electronic funds transfer from your checking account. Rands may be will-drawn from your account as early as the day we receive your payment and you will not receive your check back from your bank.

What to Do F You Think You Floci A Michige on Your Statement If you fish there is an error on your bill, with to us at: URAA Credit Card Services, P.D. Box Relize, R.B. Antonio, TX 78285-58280.

- In your letter, give so the following indownation:

 Account intermedian: You'r memb and account number.

 Dolar agricust: The violan aspound of the asspected arror,

 Description of Problem: If you think these is an error on your bill, describe what you believe is wrong and why you believe it is a missiste.

Additional Disclosures continue on next page.

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ACC004338 FILE #8302

Payment Conditions. Payments must be made in U.S. delets and drawn on funds on deposit at financial institutions incomed by the F.D.L.C. Do not mail costs. Payments received by as by 5 pm central time will be credited as of the asyms day if the payment in in U.S. delets and made:

- By chack or morney arrier drawn on a financial institution located in the U.S. or the post editor, accompanied only with this payment coupon or your account number, and either maked to our payment advines on the hunt or delivered in person to us (do not treell each);

- Electronically on usual cost or through a third-party till paying eleving; or
Telepronically by delling 1-000-031-0722.

Payments that we accept tigst do not make the above requirements will be credited within 5 days. We reserve the right to withhold credit availability until we constant receipt of good funds.

Account Bullimoerils. You cannot settle your excount belease will exit our witten agreement. If you went to settle your account for less than the New Balence-flor account of your place in amount you own, you push while you went USAA Credit Card Resolution Services, P.O. Best 64894, Skin Antenia, TX 78265 and we must agree in writing. Otherwise, we may process your payment and it will not release you from paying the remaining unpaid belance or result in an eccord and estimaction.

Rewards Summary (continued)	
FOR QUESTIONS ABOUT YOUR USAA CASH REMARDS P CALL (880) 531-8722.	rogran'

ayment	and Cn	edits			
rather Design	Post Date	Cert	Flaferoces Number	Description	Acnotint
09/11	02/11	Α.	#7497082DV2RF7H34XAV	USAA COM PAIT - THANK YOU SAN ANTONIO TX	\$5,600,00
02/18	02/20	٧	#7444608E22XA2T386V	NORDSTROM BOSSE SCOTTSDALE AZ OREDIT	\$150.55-
02/23	02/34	V.	6745517869861GE6JKV	GROTNetural Advantage 877-4957 CREDIT	\$29.95
03/03	09/06	ν	6742/062EG2FF7NOHMV	· USAA.COM PHIT - THANK YOU SAN ANTONIO TX	\$14,615.10-
			·	Tetal Payments And Credits For This Period	\$20,398.48
ransacti	ons.				
course Danies	Post Date	Care	Reference Number	Description .	Amount
DSL/C	02/10	V	#2489216DTDOEFATWOV	AMBERIENLOOM 310-569-1048 CA	\$167,97
02/12	09/12	¥	\$346 <u>0</u> 216CQVC06,12346V	APLIAPPLE ITUNES STORE 864-712-7763 CA	64.29
02/13	02/13	٧	#2#61043DY03PVP8FWV	MARRICT TPHOENIX CLIMONTHLY PHOENIX AZ	\$1,085,44
02/15	02/16	٧	#24492150/ZFFTTQF4V	REVERWOODS 8018910978 UT	\$50,00
02/17	02/17	γ	#240ER##E2#1NHCREFTY	MOON VALLEY GRILL PHOENIX, AZ	828,00
09/17	02/17	٧	#2421073E1#17LEHVOV	GE BOOTTEDALE 616 PHOEMX AZ	\$106,00
02/18	02/18	V	49469216E9DOWFMFOUV	BURBERRY 408% SCOTTSDALE, AZ	\$21.79
02/20	09/30	y.	29499178E36121L76FY	GRC-NATURAL ADVANTAGE 877-4857983 CA	\$49.94
02/20	02/20	v	#2449306545V57VVNDV	GRANALDIS PIZZERIA SCOTTSDALE AZ	\$90.00
02/21	02/21	٧	#8416407E4D6ENB061V	URPS 03788308333826678 SCOTTSDALE AZ	\$18.95
09/21	08/21	Ý	#3439900E4VDf9VDFA5V	CIT 467 05004573 PHOENIX AZ	\$5E.00
0821	02/21	Ÿ	#2448396E46B0A7H5GV	THE GOOD EGG-HAYDEN PEAK SCOTTEDALE AZ	\$4LD0-
02/23	02/23	Ÿ	#2473800E76EW4RENAY	SUMMET CLEANERS SCOTTSDALE AZ	\$22.18
02/24	02/24	Ý	#2403621EBJ55N1PHMV	SOUTHWESTAIRSHER428962857 DALLAS TX	\$1,044,20
		•	19/12/12	STENERALARK .	V.,p
			1 WR Y	PHOENIX NEW ORLEANS	
			SWN Y	NEW OFLEANS OFLANDO	
			SWAY	OFLANDO PHOENEX	
0224	09/24	W.	ADMINISTRATIV	SOUTHWESTAIRS252429961625 DALLAS TX	\$894.20
UETZM	UB ON	٧	02/27/12		\$ CONTRACTO
				LINSFORDWILLIAM B	
			1 WN 5	DALLAS AUSTIN	
			2 WN B	AUSTIN ORLANDO	
			S WN B	ORLANDO DALLAS	
02/34	02/24	¥	#2431805ESFYPORGABY	SHELL OIL 57442174009 SCOTTSDALE AZ	\$80,00
02/24	02/24	٧	\$2443505E76ATV05FMV	E & B VISA SERVICES 202-306-8394 MD	\$776.BB
02/24	02/24	٧	#2476700E#1N0P0DHDV	KONA GPELL CITY NORTH 123 PHOENIX, AZ	\$55,00
02/28	02/28	¥	#2416407EAQO94NNPJ7V	CHILI'S GREECOODOROSS Sculestain AZ	\$68.00
<u>व्यय</u>	COLOR	٧	#2450216EA001J23N5Y	Amilton Gentope-Kiritilii 866-821-8851 WA	\$13.85
02/29	02/29	¥	#2461043ECXX#TWB4EEV	MARIPIOTT SEVER OFFLANDO WC OFFLANDO PL	\$148,92
02/29	02/29	٧	WARTH THE THE THE THE THE THE THE THE THE T	MARRIOTT 357ED ORLANDO WC ORLANDO FL	\$206.88
03/01	2001	V	#24B0216ED00TVKYPXV	CHROLE KOMPHE ECCTTEDALE AZ	\$50,00
CONCI	(19/01)	٧	#3460216ED0016HILEY	LTP LIFETIME NO DUES BER-130-8/32 MAN	29.ies
09/01	09/01	٧	82476197FEXQ2MQZE7V	HOLLYNDOD TANS SCOTTSDALE AZ	\$49.49.
03/02	08/02	V	#3404803EE005Z294CV	TEXACO DOSDEDOR FLAGISTAFF AZ	\$74.00
09/02	CSVCIZ	٧	#3461049EQ06PGEXLIEV	MARINOTTPHOENDICLEMONTHLY PHOENIX AZ	\$725.52
				Total Transactions For This Period	\$5,712.55
986					•
zne Cete	Post Date	Card	Reference Number	Directipition	Auncust
				Take Fees For This Period	. \$4,86
terest C		•			
ens Date	Post Date	Cand	Reference Norther	Description	Amount
			•	INTEREST CHARGED ON PURCHASES	\$0.00
				INTEREST CHAPGED ON CASH ADVANCES	-\$0.00
				INTEREST CHARGED ON BALANCE TRANSFERS	\$0.00
				Total Interest For This Period	\$0.60

ACC004341 FILE #8302

reprient Conditions. Payments must be made in U.S. delians and drawn on tunds on deposit at immedial millisticate insend by the F.D.L.C. Do not mail wit. Payments required by one by 5 per payment will be credited as of the supper day if the payment in IU.S. delians and made:

By check or noticely order drawn on a firencial institute located in the U.S. or the post office, accompanied only with this payment extend or your account number, and other mailed to our payment address on the trent or delivered in parameter for the location of the payment or your account number, and other mailed to our payment address on the trent or delivered in parameter to us (do not read case!);
Electrorically on usual account recognite that paying service; or Telephonology by calling 1-600-633-96722.

Payments that we accept that do not meet the above requirements will be specified within 5 days, We reserve the tight to withhold credit mediately until we confirm recognite of good funds.

Account Satisformeria. You cannot write your execunt intence without our written agreement. If you want to write your account for less than the New Bateries (for exempte it you though the actually you own or you cannot afford to pay wind you own), you must write to us at USAA Credit Cord Resolut Services, P.O. Box 34884, See Antonio, TX 78255 and we make agree in writing. Otherwise, we stoy process-your payment and it will not release your paying the remaining unput before a result in an accord and distributioning.

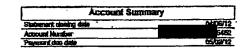
Rewards	Summary	(continued)

FOR QUESTIONS ABOUT YOUR USAA CASH REWARDS PROGRAM CALL (800) 531-8722.

				Transactions .	
	s and Cr				
			Reference Number	Description	Anount
09/08	09/11	V	#7485179EHCV###R29PV	GRO'Nelural Advertage 877-4357 CREDIT	\$39.95
09/20	09/21	γ	#7416407FOEMETYESEY	SPORT CHALET 00000520 SCOTTEDALE CREDIT	\$91.52-
				Total Payments And Credits For This Period	\$131,47-
				·	
	Post Date	Care	Reference Homber	Description	Amount
021/07	00/06	y	#2430000ELWXXFRJZNAV	QT 496 05004353 PHOENIX AZ	\$87,00
09/06	DIE/OD	γ	\$346021662.001D0H0XWV	APLYAPPLE ITUNES STORE 866-712-7753 CA	#1.07
09/06	09/06	٧	#3489216E3400894Q0HV	LIFE TIME CAFE 1880/64 PHOENIX AZ	\$4.80
03711	09/11	٧	#2469216EPCOLEGDIDV	CIRCLE KORMESCOTTEDALE AZ	\$100.00
08/11	09/11	٧	#2480216EFOOPNINGTGN	APLIAPPLE ITUNES STORE 865-712-7763 CA	\$5,58
03/12	09/12	٠٧	#249900CFTWDCHEETTVV	QT 497 05004973 PHOENEX AZ	\$62.00
69713	D9/19	٧	#2416407ETELPHIOEVY	TARGET 00018807 PHOENEX AZ	\$62,43
09/13	09/13	٧	#2449200ETSDWMMUSTHV	AZ CORP DOMAN PHOENCY AZ	\$16,00
08/14	03/14	¥	4941640795ABFBGHD5V	STARBUCKS CORPODS4490 PHOENIX AZ	\$4.65,
09/14	08/14	Y	#2416407E5213W00Y8V	FEDEROFFICE RODZÍ143 SCOTTSDALE. AZ	\$1,73
03/15	03/16	¥	#3431605EXTPYPBQ6APV	SHELL OIL 67442228366 TEMPE AZ	\$8.00.
03/15	03/15	٧	#2469216EVCCPLJC2HWV	APLYAPPLE (TUNES STORE 1886-712-7756 CA	514.21
DE/16	03/15	Y	4967170SEVZ/VSJYBGV	DANNYS FALELY CAR WASH 41 SCOTTEDALE AZ	\$108,20
03/18	03/16	٧	#MEDIZ SEMIODOROGPVV	THE UPS STORE 1810 PHOENIX AZ	321,58
09/18	03/16	٧	#2471705EW7WSW1FSDV	DANNYS FAMILY CAR WASH 41 SCOTTSDALE AZ	\$110,00
03/16	03/16	٧	#2673909EXSZWIGHSTTV	SUMMET CLEANERS SCOTTEDALE AZ	\$42.80
09/16	03/18	¥	#3440388EACSUMETSCIA	ATTN/265004277906MTZ 800-631-0500 GA	\$020.79
de/16	04/19	٧	#2416407F0EMETYERWY	SPORT CHALET 00000520 SCOTTSDALE AZ	\$126.38
03/15	05/19	٧	FRA1640TF0EMETY6QQV	SPORT CHALET 00000820 SCOTTSDALE: AZ	\$01.52
09/10	02/19	Y	#2670129F06008CIZ1WV	ACCOMMODATIONS ONLINE 518-741-1158 CA.	\$20.00
03/19	03/19	٧	#2468218EZXOBAOWSVV	APLYAPPLE ITUNES STORE 866-719-7753 CA	\$5.58
03/20	08/20	٧	ASVERBER LOCOL FURBING VA	CHIEVATON CO218231 PHOENEX AZ	\$33.33
09/20	03/30	٧	MARTS 42F10GCNCEHZYV	CCF PARTNERS 868-2529907 CA	\$1,880,25_
03/20	92/50	٧	89678197F13QAQAMBOY	ARIZONA BNOWBOWL FLAGSTAFF AZ	6118.00
02/20	03/20	٧	#267@1677"13CA0AP259V	ARIZONA BNOWBOWL FLAGISTAFF AZ	\$48.25
03/21	03/21	٧	834 18407F3254 \$180FRV	YANKEE PIER 00000587 SAN FRANCISCO CA	\$40,00
03/21	03/21	Y	#2H59216F1000P8H24V	Amazon Saryicae-Kindle 886-121-8651 WA	133.82
03/21	03/21	٧	\$2469216F100CF14Y3KV	Amezon Survices-Kinda: 885-521-6851 WA	\$11,64
09/21	02/21	٧	#2468216F3DUNVAGE7V	APPLESTORE STREET BURLINGAME CA	\$2,107.63
03/21	02/21	٧.	#247679CF13CBZDDFXV	YELDIN CARD SERVICES INC SAN FRANCISCO CA	\$73.95
03/23	09/23	٧	\$740291,3F4D080ZAMOV	BEI JING BAI DE HUA CHANG BEI JING CN	\$74.44
				2085 467,00 156 0,159400428	
03/23	01/25			FOREIGN TRANCHIS	\$0,74
09/23	CS/RS	¥	77-60-1880FB2E-41-KYKUSV	BAOLIDABHAYOURGANGONGSI BELING CN	\$229.17
				2006 1400.00 155 0.159407142	
03/23	03/23			POPEIGN TRAN CHIS	12.23
03/24	03/24	٧	#2409216F40QAVGEFBY	Amezon Bervices-Kindle 806-521-6061 WA	\$12.00
03/24	OS/RM	¥	#74916#CF-09F2GH3991V	BACLIDÁSHAYOLÍXIANGONGSI BELINGI ON	, \$207.23
				2086 1300.00 158 0.159407892	
03/24	93/24		. •	FOREIGN TRAN CHIS	\$2.07
03/25	02/\$ 2	Ý	47451857F63GJ4K7FUV	SANY HAITUN XICANTING SANYA CN	\$39,05
				2088 245.00 156 0.168987756	
03/25	09/25			POREIGN TRAN CHIS	\$0,30
	09/26	٧	#2460215FFDDNCBXDGV	APLYAPPLE ITUNES STORE 866-712-7752 CA	\$1.39
03/26	09/20	¥	\$7451857F89CUP (2PBY	SANY HATUN XICANTING SANYA CH	98,987
03/26 03/27					
001727				2088 250.00 156 0.152020000	
03/27 03/27	09/127			PORIBION TRAN CHIS	\$0.40
001727		٧	#746340#F@MMZRHODFV		\$0.40 \$573.85

ACC004345 FILE #8302





				Transactions (continued)	
l'mosacti					
		g	Reference Number	Description	Ancert
U3/28	03/28			FOREIGN TRAN CHIS	五74
CB(28	03/28	¥	#740380#P\$NB(ZRHODPV	SYTON HOTEL SAWYA SANYA CN	\$181.02
				2989 1198:00 156 0.159348591	
C9/26	03/28			POREIGN TRAN CHG	\$1.81
03/29	C21/20	٧	#7423BOBF AUD708KADV	BISHENGICEPINARBIG BELING ON	\$60,10
				2000 571,00 166 0,160290191	***
03/29	03/29			FOREIGN TRAN CHG	\$0,59
CENTED	09/90	٧	#7405546FBOUNIREWY2V	Hurdrock Cade BJG 1920550 Beijing CN	\$91_19
09/00	09/90		<u> </u>	FOREIGN TRAN CHG	\$0.81
09/31	03/31	¥	#7402913FC0030VGXYY	BEI JING BAI'DE HUA OHANG BEI JING ON	\$71.67
				2093 450,00 TSS 0.198296686	
08/31	03/31			POREIGN TRAN CHG	\$0.72
04/01	04/01	Y	#2458210FQ00AXNA#F.V	Amezon Services Kindle 865-821-8651 WA	\$10.79
04/01	0401	¥	#2469216FQ00D2D6RYY	APLIAPPLE TUNES STORE 888-712-7753 CA	21.39
04/01	04/01	٧	SEATE 187FUSIQSTYZIOWV	HOLLYWOOD TANS SOCITIEDALE AZ	\$49,49
04/0R	04/02	Y	*FF482921FE3GLJETBAN	Kempinelé Histel Belling L.BELINAS CN	168.50
				2004 431,36 156 0.160262664	\
04/02	04/08			FOREIGN TRAN CHG	90.69
04/02	0402	٧	#3469216F000L6W3SQV	LTP LIFE TIME MO DUES \$88-490-4422 MN	\$81:95 - \$24.38
04/02	0402	٧	#749#808FE0D79JATLY	BISHENGKEPISABING BELING ON	, 631 ,38
				2004 197,00 165 0,192290340	<u>.</u>
0402	0402			FOREIGN TRAN CHG	\$0,31
04/08	04/03		#2461049EQOSPRVALVBV	MARRIOTTPHOENIXOLEMONTHLY PHOENIX AZ	\$506.75
0401	04/04	γ	#8400021FG_WJT801GV	UNITED AIR 91629/21903807 HOUSTON-TX	\$250.00
			DENTAL	STEMER ACHANGE PE	
	-4-4		100 E	PHOENIX SAN FRANCISCO	\$250.00
publ	04/04		42403621FG_VJT8919V	UNITED AIR OTGESSOSSISS HOUSTON TX	\$2000U
			09/21/1Z	LUNGFORD ACHANGE PE	
			100E	PORT WORTH SAN FRANCISCO	
0404	04/04	٧	87403546FTDOMYACHASV	Hardrock Cade BJG 1920590 Belling CN	\$86.08
04/04	04/04	.,		FOREIGN THAN CHG	\$0,58 \$4\$.37
04/04	9404	¥	#7408846FPUMYGB7XV	Hardrook Cafe BJG 1920550 Bolling CN	
06/04	04/04			FOREIGN TRAN CHG	\$9,48
04/05	DATOR	7	47493808F11007603865V	BISHENGKEPISABING BELING ON	\$42.82
A4 174	04/05			2007 200,00 154 0,159020690	50.43 ·
04/05	UE/CD			FOREIGN TRÂN CHG	\$0.43 \$3.637.23
				Total Transactions For This Period	\$3,6\$7.23
ees			-		
rans Date	Post Date	Cand	Reference Namber	Description	Amount
				Total Fees For This Period	\$41.00
nterest C					
Party Darks	Proof Date	CHIC	Reference histories	Description	Arminid \$40.12
				NTEREST CHARGED ON PURCHASES	•
				INTEREST CHARGED ON CASH ADVANCES	30,00 30,00
				INTEREST CHARGED ON BALANCE TRANSFERS	\$0,00 \$40,12

2012 Totals Year-to-Date	
Total fees ulumped in 2012	\$19.29
Total interest charged to 2912	\$150.67

Important Messages

Interest Charge C	alculation		
Your Amount Persentage Plate (APR) is the aurusi interest rate on your account.			
Type of Balance	Assembli Precisionage Rate (APRO	Balance Subject to Interest Rate "	Interest Charge
Regular Purchases (v)	8,90%	\$5,406.95	\$40,12
Reguler Cost: Advances (v)	8.90%	\$12.00	\$20.00
The APR for a balance type followed by a (v) is a variable rate.			
Paying Interest and Your Gence Perfort. We will not oberge you any further interest o Near Balances by your Payment Due Date of 0502912.	m your Purchage Belence	on this Statement If you	bay your entire
"Balance Computation Mailrost Assurage Daily Balance ((roducing New Purchases), tolorest Rate and here coulding interest uses department, call (800) 831-6722.	For more information abou	it how we autobate the 8	elenou Subject to
Additional Disci	osures		

ACC004346 FILE #8302

nel Disclostines conlinue un next page.

Payment: Conditions. Psychetic quest he reads in U.S. dollars and drawn on tands on deposit at timencial hatfactions hazared by the by 5 pm central time will be credited us of the same day if the payment is in U.S. dollars, and made:

By check or increase on a financial institution located in the U.S. or the post office, accompanied only with this payment componer your account number, and affert pashed to our payment address on the front or delayered in person to us (do not made outh);

Enstructually on example the doc 321-4722.

Payments betwee accept that do not meet the above requirements will be credited within 6 days. We reserve the sight to withhold credit evaluability until use continue recoils of good funds.

Accessed Belthements. You cannot write your accessed believes without cit written agreement. If you want to reflie your account for less these the New Belence (for exemple if you idequals the encount you sensed affect in pay what you owe), you must write to us at UEAA Credit Cord Resolution Services, P.O. Box 84884, Son Antonia, TX78285 and we must agree in writing. Otherwise, we may process your payment and it will not referee you from paying the terministing unjust before or result in an accord and self-incidion.

Revards Summary (continued)

FOR QUESTIONS ABOUT YOUR USAA CASH REWARDS PROGRÂM CALL (800) 551-8722.

				Transactions	
	s and Cn			•	
		Care	Reference Hermer	Description	Amount
04/10	04/10	٧	\$7427082FM2TOWXXDPVV	USAA COM PAIT-THANK YOU SAN ANTONIO TX .	\$0,794.89
05/02	05/05	٧	#7469218GB00FWWDVCW	Amezon Services-Kindle 886-521- CREDIT	\$2.09
05/09	06/08	٧	\$7427082GQETQWXQPYY	UEALOOM PIUT-THANK YOU SAN ANTONIO-TX	\$12,559.79
				Total Payments And Credits For This Period	122,351.51-
l'ransact					
		Cain	Fasture per Harmour	Description	Amount
OVOR	0407	V.	\$7400913FJC09UEYNAV	BEI JING BAI DE HUA CHANG BEI ANG CN	\$56.74
				2029 557.00 156 0.159035574	11
0406	04/07			FOREIGN TRAN CHIS	\$0,57
0407	04/07	٧	#7442921FICIGN2G4CEV	BEI JING JIN DIAN BAO CAN BEUING CN	\$123.02
				2009 774,00 156 0.158640668	E1.23
0407	04707			FOREIGN TRAN CHIE	61.23
0406	04/07	V	#2489218FHOOPKYPBZV	American Renvices Kingle #66-321-8861 WA	610.79 \$165.89
0408	. 04/08	Y	#740E54GFKDONS1DXVV	Handrock Code BUG 1520550 Building CN	\$1.55
0408	04/08	.,	* 27 (201) (27 (27 (27 (27 (27 (27 (27 (27 (27 (27	FOREIGN TRAN CHG	\$1,00 \$54.25
04/10	DALID	¥	#7409919FH0090NG2DV	BEI JING BAI DE HUA CHANG BEI JING "CN	. ****
0480	AMA		•	2108 841.00 155 0.159090909	\$0.54
04/10 04/10	0476 0740	U	#2459215FM00Y730RJV	FOREIGN TRAN CHE LIFE TIME CAFE 155054 PHOENIX AZ	85.122 H
04/19	04/10	Ţ	\$2400216FP0072F2M3V	LIFE TIME CAPE 185084 PHOENIX AZ	\$9.83
04/11	04/11	¥.	#2407 IDEPPMONENTS	BARROS PIZZA - SCOTTSO SCOTTSDALE AZ	\$22.U
04/11	94/11	. v	87496310FFFEARVERE		\$21.50
04/11	04/11	Ψ.	\$/4303 UPT ZMF /6ZAY	SUNRISE DUTY FREE (CHINA) BELING. ON FOREIGN TRAN CHIG	2022
	04/11	ν	After of Change Line Land Line Line Line Line Line Line Line Line		831.90
04/11 04/11	04/11	¥	42442733FNL\YHXHGMEY 47461680FP2ZSNL92DV	PARADISE BAKERY & CAFE PHONENIX AZ BACLIDASHAYOLDIANGONISSI BELSNG CN	\$1,272.55
0471	0011	•	# Amend and Collins of Amend	2105 BOOLDO 156 D.150082500	\$1,2/256
04/11	04/11			POREIGN TRAN CHG	812.73
04/11	04/11	v.	\$7401680FP9ZSNL9ZOV	BAOLDASHAYOLDDANGONGSI BELING, CN	
UQ II	UNIT	•	#140 MRCH-LASSESTRANGE	2102 RECLIDO 166 D. 1590RS076	\$1,794.04
.04/11	04/11			FOREIGN TRAN CHG	\$10.54
04/11	04/11	٠ س	47401680FP275NL906V	BAOLDASHAYOLIXIANGONISSI SELIING CN	2000.00
0011	9011	•	414m logue, STORETHINA	2108 5887.90 156 0.159062282	1
04/11	64/11			FOREIGN TRAN CHG	\$5.97
04/12	04/12	v	#34493bEFP8E0A7HYWV	THE GOOD ERG-HAYDEN PEAK SCOTTSDALE AZ	\$19.00 H
04/12	04/12	Ÿ	PARTITION OF THE PROPERTY	APLIAPPLE MUNES STORE 869-712-7759 CA	\$1.39
04/13	04/13	T Tr	#243BBOOFFRWXXXBBND1V	CIT 467 DEDD4678 PHOENIX AZ	\$1,33
04/15	04/13	v	#2/61049F528129FANV	CHEESECAKE NO SCOTTSDALE SCOTTSDALE AZ	\$33.72
04/13	6413	v	#2073909FTHERVSTYSY	SUMMIT CLEANERS SCOTTSDALE AZ	221.50
04/14	0413 0414	v	#242945FESTT-MARKY	FIVE GUYS-AZ # 083 SCOTTSDALE AZ	\$30.00
04/15	04/16	v	#2441BOOFXEETBEGXEV	602.967.9700 HILLSTONE PHOENIX AZ	200.00
04/17	04/17	v	#2418407FWZ15L7BW6V	PEDENDIFICE CONCERNA SCOTTSDALE AZ	37.91
04/17	04/17	v	62444800FX0043AGGEV	WHOLEFOR SCT 10046 SCOTTSDALE AZ	SKN 1
04/17	94/17	ŭ	#24F0216F400TLDN4PV	America Scribble Affords 886-921-8661 WA	814.78
04/18	04/12	v	#2409621FY76Y6NYNOV	UNITED AIR 0161982188787 ROBENSAD CA	\$1,140,00
~~~	~	•	D4/IB/IS	LUNSFORDAMILIAM BOY	41,1400
			1UAY	XAA XAO	11
04/18	04/18	v	#8403621FY76YENYINEV	UNITED AIR 0161862189738 ROSEMEAD CA	\$1,550.00
-4 is	A 10	٠.	DANDASTILI TO LON LINGA DANDASTILI LO LON LINGA	STENERMARK GLENDON	1 00000
			1UAY	XAA XAD	11
04/18	04/18	v	1 UN Y 62486800FXW0CF2F1/FV		+V
04/18 04/18	04/18	v		QT 497 05004973 PHOENIX AZ	\$75.00
D4/18.	04/18	٧	#2461048FYZ31WZUYUV	CHEERSONG NO SCOTTSDALE SCOTTSDALE AZ	\$117.00
04/16	04/18 04/18	-	#2460216FXXX1VXXESV	APLIAPPLE ITUNES STORE 855-719-7758 CA	Si.39
04/18	04/18	•	#246#216FY004PFN#HV #247170#FYT9#W006EV	LIFE TIME CAPE 155054 PHOBIOX AZ	\$9.83
Med 142	UVIE		PARK I FORM T I SENTENCEY	AGENT FEE 8000665428070 C & H INTL CA	\$252.00 1

ACC004349 FILE #8302



Account Su	nusary
Statement dinsing date	06/08/12
Account Namber	5452
Payeserit doe date	06/02/12

				l'ansactions (continued)	
mud	ions (con		}		
lant Date	Post Cute	Cur	i Reference Municipal	Description	Amount
			04/18/12	STEINEFUMAPIK.GL.	
			1 XD X	XAA XAO	
DA/19	04/19	Ņ	#24224/3FZ31TGABA#V	THE PHE MEXICAN FO PHOHAD! AZ	\$95.00
OUTS	04/19	٧	#3442/32FYLYHY18VHV	PAPADISE BAKERY & CIAFE SCOTTSDALE AZ	\$19.61-4
04/19	04/19	V	#9673900F250RBA1YAV	SUMMET CLEANERS SOCTTROALE AZ	\$28.86
04/80	04/20	· V	#244910BG0BLAKSBYAV	CHPOTLE 0444 SCOTTEDALE AZ	\$20.12
04/20	04/20	Y	#2469216F200JFE,EXV	American Survices-Kindle #66-921-8861 WA	\$13,86
04/20	04/20	¥	PARTICIPATION OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY	American Services Kindle 1808-821-8891 WA	\$15.90
04/20	04/20	٧	#2489216F200)(BGXA6V	Amezon Services Kindle 885-821-8961 VIX	\$5,79
04/25	04/26	Y	#2460216G6D02P6SP1V	PROFLOWERS.COM 688-673-7457 CA	<b>\$39.</b> 81
04/85	04/35	٧	#2489218G6005DYX1ZV	APL'APPLE ITUNES STORE #86-712-7763 CA	12.61
04/29	04/29	٧	\$7424367GB000JQ_7{V	CAPITAL HOTEL PLD ABILIA ABILIA NG	\$5,079.37
				2121 800000,00 886 0.006949812	. 1
04/29	.04/29			FOREIGN TRAN CHG	\$50,79
04/30	D4/30	٧	#74243B7GA000,J03sHV	CAPITAL HOTEL PLC ABLUA ABLUA NG 2122 25500.00 886 0.006361370	\$183.56
04/90	04/30			POPEIGN TRANICHS	\$1.85
04/20	04/30	٧	\$7494367GA000JKVSKV	THE GABPOLLOUNGE LIMIT VICTORIA ISLA NG 2722 886 30 586 110 688 1131	\$53.34
04/90	04/30			FOREIGN TRAN CHG	\$0.53
04/90	04/30	v	#2450218G00079J1WWV	APL-APPLE ITUNES STORE 886-712-7783 CA	12.81
05/01	05/01	v	#244Z739GALYIDCYKDPV	PARADISE BAKERY & CAFE PHONENIX AZ	521.84
05/01	05/01	v	MERCENSIGNE SHOWN	PARADISE BAKERY & CAFE PHONENIX AZ	\$1,48
06/01	DEAD1	Ÿ	#2469216GA00F2ZC2W	LTP*UFE TIME INC DUES 888-430-8432 LBV	\$1,46 \$21,05
05/01	06/01	v	#26/5187GRSO@LIGGAV	HOLLYWOOD TANS SCOTTSDALE AZ	\$49.48
05/02	05/02	Ÿ	REALISTANCE OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CO	FIVE GIVE-AZ # 052 GCOTTSDALE AZ	\$36.07
05/02	05/02	ý	#2461049GDOSPVNOKSV	HARRIOTTPHOENIXCLEMONTHLY PHOENIX: AZ	\$363.67
05/02	05/02	v	#2461043GDOBPVNOGVV	MARRIOTTPHOENIXOLEMONTHLY PHOENIX AZ	2573.00
05/02 05/02	05/02	v	#2466216GEDORRADYGY	Amuzin Sendine-Kinde 866-621-6851 WA	\$2.50 L
05/02	05/02	v	#2466216GBGGTCV2L6V	Amezon Servicus-Kindle 466-321-4651 WA	\$2.00 \$2.00
05/05	05/03	Ÿ	#2407105GD4GE785LBV	HUMBLE PIE HILTON VILL PARADISE VALL AZ	\$2,00
05/08	05/03	Ÿ	#2478309GDEDFBGSEMV	SUMMIT CLEANERS SOCITIONALE AZ	**************************************
05/04	05/04	v	#8471798GD7KA4KVENV	DARRYS FAMILY OAR WASH 41 SCOTTSDALE AZ	383.33
05904	05/04	V.	#24717UBGD7KA4KVDAV	DANNYS FAMILY DAR WASH 41 SCOTTSDALE AZ	\$85.13
06/06	05/06	v	29461043QG221Z3C29V	CHEESECAKE NO SCOTTSDALE SCOTTSDALE AZ	\$170,00
05/06	05/08	v	#2489218GF00RGD7FEV	CANTINA LAPIEDO 186 SCOTTSDALE AZ	\$30,00
05706	05/06	¥	#246521BGF0VO75VOV	APL*APPLE ITIBAES STORE 866-712-7753 CA	\$10.BB
	-	•	AND THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF T	Total Transactions For This Period	\$10,00 L
es			<del></del>	THE STREET PER LIE PRINT	414,116.30
ms Date	Post Date	Card	Reference Number	Description Total Fees For Tals Period	Amokut \$6.80
terest (	harged			I ANY LOCA LOL 1982 Lat 1967	94.50
ers Date	Post Date	Card	Reference Number	Description	Amount
				INTEREST CHARGED ON PURCHASES	\$0.00
				INTEREST CHARGED ON CASH ADVANCES	\$2.00
				INTEREST CHARGED ON BALANCE TRANSFERS	\$0.00
				Total laterest For This Period	\$4.00

2012 Totals	Year-to-Date	)
Total from charged in 2012		\$108,50
Yotal Interest charged in 2812		\$150.87

## Important Messages

ln ln	nerest Charge Calculation		·
Year Americal Percentage Rate (APR) is the several interest re	de on your account.		
Type of Balance	Armoni Percentage Rate (APR)	Referent Subject to tatement Rate	Interest Charge
Reguler Purchases (V)	8,00%	\$0.00	\$0.00
Pagular Cash Advancas (v)	8,90%	\$0,00	\$0.00
The APR for a balance type tologed by a (v) is a variable sale	<b>L</b> .	•	
Paying Interest and Your Grace Pedod: We will not charge yo New Balance by your Payment Dule Date of 09/02/12.	u any juritor interest on your Perchase Balance	on this Statement I you	pay your sidire

"Balance Computation Method: Average Dady Selecce (bookeding New Putchward). For more information about how we celeutate the Balance Subject to Interest Rule and how resulting Interest was determined, and (800) 581-6722.

Audin ous	DISCIOSUITES	

Atiditional Disclopunas continue on next page.

ACC004350 FILE #8302 Payment Constitions, Payments must be made in U.S. dollars and drawn on funds on deposit at financial institutions instruct by the F.O.L.C. Do not mail own. Payments readed by to by 5 pm central time will be credited as of the secondary like payment is in U.S. dollars and made:

By other is more, or other drawn on a financial institution located in the post office, accompanied only with this payment coupon or your account marker, and eliter institut to our payment advises on the burt or elevated to person to us (do not read cash);

Sockratically on useaucion or through a Biblioparty bill paying service; or Telephotocally by cashing 4-606-616-6122.

Payments that we accept that do not must the above requirements will be credited within 5 days. We reserve the right to withhold anoth assemblish until we confirm receipt of good funds.

#### Rewards Summary (continued)

FOR QUESTIONS AROUT YOUR USAA CASH REWARDS PROGRAM CALL (806) 531-8722.

rement	s and Cr	edit	· · · · · · · · · · · · · · · · · · ·		
_	Post Date		d Reference Number	Description	Amount
06/22	06/22	Ą		XT CHROTINA NAB UCY THANK TO THE MODULAGU	\$5,980,52
00/08	05/05	Y	#PAZFORZHEZTOWOXDPXV	USAA COM PMT - THANK YOU SAN ANTONIO TX	\$1,519,63-
				Yolaf Payments And Credits For This Period	919,570,15
ransact	ions				
mus Date	Post Date	Cer	d Reference Humber	Description	Assessed
05/07	05/00	V	#2416407GHZW6E0GAKY	SPORTS AUTHORIOGOSISA PHOENIX AZ	\$76,50
05/00	05/09	Y	ALL THE GOOD WAS BEEN AFTA	QT 497 GEODAS78 PHOENIX AZ	678.01
06/06	06/08	ý	EN CHOSGIGIGINETEFICIEV	MRFT "XBXX LIVE BILL XBXX OOM WA	\$21,78
05/08	05/08	Ý	#844#90GJ00#5DVPXV	UNITED HEALTH ONE 800-657-8205 IN	23551
06/08	06/09	Ý	#244#3#BCH10228T4TRV	ATTM*285004277895MTZ . 809-331-0500 GA	\$1,185.29
OEIDS	05/00	Ý	#2489218/3JOON1NIOWWY	LIFE TIME SAFE MISOSI PHOENIX AZ	\$11.24
0508	95/09	Ý	MARKET TO CHECK TO THE MEDITY	LIFE TIME CAFE 185064 PHOENIX AZ	\$12.00
06/07	06/08	V	\$9475541GHJM7Z1EDCYV	FRAGRANCENET COM 800-7273867 NY	\$29.61
06/10	05/10	v	MAKENDOG LEGICKTER	KENT ELLEWORTH AND COMPAN MEBA AZ	\$1,525.00
05/10	05/10	Ÿ	#2489218GHOXXXXAVIV	APL'APPLE ITUNES STORE 806-712-7753 CA	\$10,88
05/10	05/10	Ý	#2476EIDTGL BABEVESIVV	NUNTHAPORNE THAI CUIE MEGA AZ	\$8,90
05/11	05/11	Ý	#9461043GN2STVCZSJZV	FARMONT WILLOW STREAMERA SCOTTBOALE AZ	\$578.00
05/11	05/11	v	#240m210GL006FP3JC3V	PROFLOWERS.COM 898-373-7457 CA	\$43.95
06/11	05/11	٧	EMERS HER DOSKTYBAV	PROPLOWERS.COM 888-474-7457 CA	\$37.95
05/11	05/11	٧	#2469216GL009FGCH0V	APLYAPPLE ITUNES STORE BES-712-7759 CA	\$1.41
06/11	05/11	Ý	#SC/S/ROCHLENCP-JR/SOXY	KONA GRILL CITY NORTH 125 PHOENIX AZ	\$30.00
05/12	06/12	v	#949421DGNL #XX FLDXXV	498 OCEAN PRIME SCUTTINDAL PHOENIX AZ	\$140.00
05/12 -	06/12	v	#2469218GMODEZDYREV	PROFLOWERS.COM 868-373-7497 CA	\$107.42
05712	05/13	v	#2407280GP8ABBG29EV	BRIO SCOTTEDALE SCOTTEDALE AZ	20.00
06/13	05/13	Ū	#MIRESTRICEPOONAL HOVE	CIRCLE KORRES SCOTTSCIALE AZ	\$10,01
05/14	05/14	Ü	#24590003PWXDBATQLV	QT 497 05004973 PHOENIX AZ	\$90,00
05/14	06/14	Ü	424399003FW00365227V	QT 497 05004973 PHOENIX AZ	\$75,00
06/14	05/14	Ÿ	\$2689216GPCGK@WYMBY	CIRCLE K 00015-SCOTTSEJALE AZ	\$10.00
05/15	05/15	Ü	#241940757909GFBGMV	PEDEXOFFICE 0000004 SOOTTSDALE AZ	\$24.73
05/15	05/15	v	#246B210GROOCDCJNYSV	APL'APPLEITIMES STORE MS-712-7753 CA	\$2.81
05/16	05/16	Ÿ	#2408169ETTLBXYZWXGIV	BESTOP/BSAS.COM 703-425-7513 FL	\$428.00
05/16	05/16	Ü	#2469216GTDUHF.ESTIV	SPRINT WIRELESS 800-639-6111 KS	\$1,132.76-
05/17	08/17	¥	4240710EBB4KTVZBJWV	PHOREX CITY GRILLE PHOREM AZ	\$1,132/97
05/17	05/17	· ·	SOLIE MOCKET VZDAVY	BROOKSTONE \$1000\$148 SCOTTEDALE AZ	******
05/17	96/17	v	,		5223.32
05/17	06/17	v	#2421079GVB17LEHEXV .#244460GVBPGFRUEZV	GB SCOTTSDALE S16 PHOENIX AZ FRYS-FOOD-DRG 40671 SCOTTSDALE AZ	\$195.00
05/17	05/17	¥	#BIA4500GV#PGFREEHV	PRYS-POOD-DRIG #0674 SCOTTSDALE AZ	11.13 11.13
05/17	95/17 95/17	Ÿ	#24446006278FGFHSERIV #244600002780712707V		\$49,71
OS/17	06/17 06/17	v	######################################	PINNACLE PEAK GENERÁL ST SCOTTSDALE AZ THE HOME DEPOST 464 PHOENIX AZ	\$28.00
05/17	06/17	v	434630EBGVGBEEGSFIV	NOTHING BLINDT CAKES-8 SCOTTSDALE AZ	643.09
05/17	05/17	v	#24717098571DVB7141V		829,8H
05/17	05/17 05/17	v	SACTESONG VERRAPPZHY	DANNYS PAMILY CAR WASH 41 SCOTTSDALE AZ	\$79.71
05/18	05/12	v	#34/#3KIRUVOURAPPZHY	SUMMET CLEANERS SOUTHOALE AZ	\$85.06
05/18 05/18	05/16	v	#3446000GV01393RLIZY	CHEVRON ODDISZEZ KINGMAN AZ	986.00
05718 05718	03/18	v	#344KSBDGVU JESERUZY	ATAT DATA 8003510500 GA	\$14.89
	05719 05719	. v		OMELET HOUSE SUMMERLIN LAS VEGAS AV	\$40.00
05/18		· Ä	#2478197CHMBOBYHPUTY	AGAVE LAS VEGAS, NV	\$59.00
05/20 05/20	05/30 06/20	٧	#2404609G000G00C00C0V	CHEVACIN DOSCESTI LAS VEGAS NY	\$63,00
		*	#242318800388EVLDGV	THE GRIDDLE SUMMERUN LAG VEGAS NV	\$30.00
05/20	05/20	Y	#2469216GDDDNVY804V	SUBAR FACTORY BRASSERI LAS VEGAS MY	\$25,00
05/21	06/21	₹	manufacture ( mark that a	UNITED AIR DISSESSED FOR TOUS TON TX	\$5.00
			05/27/12	STEINERMARKGAIR	
			TUAY	PHOENIX SAN FRÂNCISCO	j
			2UA Y	SAN FRANCISCO PHOENIX	. 1
05/21	05R1	٧	#2409621GZJVLSDPYZV	UNITED AIR 0180828346728 HOUSTON TX	85.00

ACC004353 FILE #8302



Account Summary										
Statement clocking date		06/07/12								
Account Number Payment due date		5452								
Payment due date		07/02/12								

	0188 (cont				•
aps Date	Post Date	.Cand	Reference Number	Description	Amount
			05/27/12	STEINER/STEPHENAMIR	
			1 UAY	PHOENIX SAN FRANCISCO	•
			ZUAY	SAN FRANCISCO PHOENIX	
05/21	05/21	٧	#2403621HDJVL73QPBY	UNITED AIR DISESSESSESSIS HOUSTON TX	\$50,00
			05/27/12	STENER REWARD BO	
***	ostes.	•,	100E	PHOENIX SAN FRANCISCO	900.00
05/21	05/21	٧	#2603B21HQJVL73CPKV	UNITED AIR C182928273216 HOUSTON TX	\$50.00
			05/27/12	STEINER /REWARD BO	
06/21	05/21	٧	1 CO E	PHOENIX SAN PRANCISCO USPG GETERIORISSESSES SCOTTEDALE AZ	\$18.96
06/21	05/21	Ÿ	#2451049GYOURSTWIKY	MARRIOTT JW LAS VEGAS LAB VEGAS NV	\$249.54
05/21	05/21	v	#2489216GZD0G7X2ZEV	LIFE TIME CAFE 1850BI PHOENIX AZ	\$3.92
05/22	05/22	v	#2486216GZD6EBQKPTV	APL*APPLE ITUNES STORE 866-719-7793 CA	\$1.08
06/23	06/23	v	#2490166H1LD61VP2TV	RANCHO MANANA GOLF CILIB CAME CREEK AZ	\$59.06
06/23	05/28	Ä	#2481043H128OXOATLY	OHESEGAKE NO SCOTTSDALE SCOTTSDALE AZ	\$130,00
05/24	05/94	v	#6469216H200YM2D9YV	LIFE TIME CAPE 1880S4 PHOENIX AZ	\$3.27
05/25	05/25	ý	#2443105HassLt2KTMV	SOL COCMA SCOTTSDALE AZ	\$60,00
05/25	05/25	v	#2489219H299196RD2V	APL-APPLEITUNES STORE 866-712-7753 CA	\$2.81
05/25	05725	v	#2476197H25SH1NYSYY	PEI WEI 10007 OUZ SCOTTSDALE AZ	\$15,90
05/25	05/25	v	#2443099H48M82W0MWV	MSFT TOOK LEVE BILL XBOX COM WA	\$54,45
05/25 05/25	05726	Ÿ	#2445301H44SAKIWAITY	WAL-MART REFESCOTISDALE AZ	\$63.55
05/25	25/16	v	#2489216H400GD10P5V	CIRCLE KOSHO SCOTTSDALE AZ	\$20.00
05/25	05/26	v	#2479542HS.MOEDX31V	PREDISION MAPINE (SAGHUAR MESA AZ	\$40.29
06.59	06/26	v	#2476197H479151ZPKY	STUDIO MOVIE GAILL SCOT SCOTTSDALE, AZ	\$80.00
05/27	05727	v	#3489216H400HDBTDPV	OROLE KUSETI ANTHEM AZ	\$72.00
05/28	96/28	v	ANALYTICAL PROPERTY	BROADWAY VALERO BURLINGAME CA	\$50,00
05/29	05/29	Ÿ	#3410#3# BUNGAZYASY	DOLLAR RAC SFO SAN FRANCISCO CA	\$58,86
0558	06729	Ý	49A16407H7E99PSKFSY	DEW SCOTTSDALE AZ	\$250,39
06/20	06739	¥	#2445EBE #55VO4PZRWV	LONE CYPRESS SHOP M10 PERBLE BEACH, CA	\$204.31
06/28	06/29	Ÿ	#2443865i loudgoWEWAY	GALLERY RESTAURANT #229 PEDBLE BEACH GA	\$50.00
05'28	05/29	¥.	#0449565HB619NQ998Y	PERBLE BOH GIOLF LINGGOOD PERBLE BEACH CA	\$1,150,09
05/26	06/29	Ý	984495EST48813NG38DY	PERBLE BOH GOLF LINKSHOP PERBLE BEACH CA	\$96.53
05/29	05/29	Ÿ	#9HANGSHIT/SV67VVBITY	GRIMALDIS PIZZERIA SCOTTSDALE, AZ	\$85,00
05/29	05/29	Ý	#24B1042HB03TWHOLELY	MARRITT STING MONTEREY MONTEREY CA	220,00
05/29	06/29	Ÿ	42461043H7231XEL.IZV	CHEESEONIE NO SCOTTSDALE SCOTTSDALE AZ	\$45,00
05/29	05/29	٧	#2496@18HJ7009L57L0Y	CIRCLE KUSSIG SCOTTSDALE AZ	\$79.01
06/30	05/30	Ý	#2422898HEAG28FLC7V	WM SUPERCENTERNIZION SCOTTSCALE AZ	\$158.26
05/30	05930	Y	MENSERGOOD HENVOLSKE LTV	CTT 485 05004856 PHOENIX AZ	\$46.00
QG/31	05/91	٧	#3451043H9231YCESLY	CHEESECAKE NO SCOTTSDALE SCOTTSDALE AZ	\$250.00
05/31	06/91	٧	#2455200HOAF (HLBYXY	WHOLESALE AUTO PARTS PHOENIX AZ	\$899.62
05/31	06/81	٧	#SANDORDAN #15ETV/75CCV	PT HILTON LOOKOUT GOLF PHOENIX AZ	832.24
05/91	05/31	٧	#2400041HB3XJELSEEV	GODADDY.COM 480-8058865 AZ	\$25.70 -
26/03	06/01	٧	SDC295SBHAAG9D61AW	WALSUPERCENTERISTED SCOTTSDALE AZ	\$23.02 v
6/01	06/01	٧	#MCH1806HWFYJKPYKTY	SHELL OIL 98004198888 FOUNTAIN HLIS AZ	87/0.00
10480	06/01	٧	#243BBB4FBKGAVFBNKY	INPINITY DISH 905-8593474 FL	\$49,95
16/01	06/01	٧	#2491045FBDSFPCKGBBKV	DISH NETWORK-ONE TIME 800-884-9131 CO	\$67.04
DEFC1	96/01	¥	#2489216F 90008DY16V	LITPUFE TIME MODULES 486-490-6432 MN	\$81,95
10/80	06/01	٧	RBITHEACH INJUST TRANSCOV	PRECIBION MARINE (SAGHKJAR MESA AZ	\$46.44
6/02	05/06	٧	AD4200000 IBANXPANGERIEA	QT 497 05004978 PHOENDL AZ	\$88.00
902	20/20	٧	VUSEDNIFIMANISMESTAGE	PRECISION MARINE (BAGHILARI MESA AZ	\$57.73
BR24	06/04		#24073KZHIDLJBLO61WV	AZ VEHICLE EMISSION PHOENIX AZ	\$27.76
	05/04		#24783DBHID6CRISOWPICY	SIMMAT CLEANERS SCOTTEDALE AZ	\$95.65
904	05/04	٧	YAMPENTOHOTHER PARTIES	GIROCHING AT GRAYHAWK 800-4774510 AZ	\$100,00
<b>6)05</b>	05/05		#2401390HD00822538V	JALAPENOS MEXICAN CAPE SCOTTSDALE AZ	\$59.00 f
B/05	05/05		#2418407HDQSF9DQM6V	USPS OSPHEDEZSSEZETS SCIOTTSDALE AZ	\$5,15
<b>25/05</b>	05/05		#SH4650CHDBFGGWFXTV	PRYS FUEL#7614-PHOENIX AZ	\$75.00 ·
26/05	06/05		#2076790HE4L2TGEPRV	KONA GRILL CITY NORTH 128 PHOENIX, AZ	· \$97.00 }
18/06	06/05	٧	42409215HF00HKEZOHV	CIRCLE KORPIS SCOTTSDALE AZ	\$32.00
				Total Transmittions For This Period	\$15,828.29
3					
s Date f	out Date	Card	Reference Marabor	Description	Almostric
				Total Price Par This Period	\$9,96
rest Ch	arged				
		Canad	Reference Humber	Destribition	Arocadt
		- 7.7		NTEREST CHARGED ON PURCHASES	\$0.00
				INTEREST CHARGED ON CASH ADVANCES	\$0.00
				INTEREST CHARGED ON BALANCE TRANSFERS	\$0,00
				Total Intensit For Title Parted	30.06
			2	1912 Totals Year-to-Date	
Total faux clarged in 2012 \$108.50					
				· · · · · · · · · · · · · · · · · · ·	
			Total interest charge	d To 2012 9150.67	

ACC004354 FILE #8302

posent Consillions. Payments rust he made in U.S. dolars and drawn on funde on deposit at financial helitations insured by the F.D.I.C. Do not mail in. Payments received by an by 5 per centeral time will be overlied as of the same day if the payment is in U.S. dollars and made. By these for increasy and industry or manufactured institution bossed in the U.S. or the pay critica, accomplished only with the payment ecupon or your account number, and effort mailed to surpayment address or the book or delivered in person to us (do not read easily). Electrationally on usual come or floragin a third-pairly hill paying service; or Telephonically by calling 1-200-051-052. Payments that we accept that do not mail the above requirements will be conflicted within 5 days. We receive the light to withhold crudit availability unit we bendison receive the fight to withhold crudit availability unit

ent Selffermets. You curred with your account beloom without our writing agreement. If you want to eathly your account for less than the New ion (for abstrale if your dispute the simplifying over or you cannot agree to pay what you can), you select while to us at USAA Cred Coof Resolution one. P.C. Box 34884, Sen Antonio, TX 74855 and we stant agree it withing. Otherwise, we may propess your payment and it will not release you from a few remaining unpaid belance or result in an accord and estimated by.

#### Rewards Summary (continued)

FOR QUESTIONS ABOUT YOUR USAA CASH REWARDS PROBRAM CALL (880) 532-8722.

				Transactions	
ayment	s and On	dits			
			Peference Museum	Description	Amount
89/10	06/20	V	#7480216EW0065_LISA/V	RYPCOMPACTAPPLIANCE C 800-297-CREDIT	\$256,49
06/22	06/24	٧	#7489218HY0017ZZ55V	Auditale 886-253- OREDIT	\$26,95
06/26	06/24	v	#7460218FIZODAFINECEV	Audible 888-983- CREDIT	\$17.95
08/27	06/26	v	87422838.IAAFRD6V37V	WM SUPERCENTENSORS SCOTTSDALE A CREDIT	\$16.20
07/02	07/02	v	#74E70BS_METOWXDPVV	USAA OOM PMT - THANK YOU SAN ANTONIO TX	\$10,170,57
Orran.	WINE	•	THE THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPER	Total Payanings And Credits For This Period	\$10,170.35 \$10,490.36
rancact	Lune		<del></del>	Inter Laborator Anni Contract Los 1 (1921, anni	
	Post Date	-	Reference Manufac	Cercipation	Amount
08/08	06/08	<del>- 7</del>	#3404909H3006PLYGGEV	CHEVRON 00207102 LAS VEGAS NV	\$24.00
06/07	OSIDA	Ÿ	#2431605-IGFYNKJERAV	SHELL OIL 57441719200 LAS VEGAS NV	\$59.00
DENDS	08/08	Ý	22442/35-FT M7WEIMOV	DALES-SINCLAIR BOULDER CITY NV	\$76.00
06/0/	05/08	v	SHOUNGHEST HOUSEN	NON MAI GABI VEGAB LAS VEGAS NV	883.00
	06/08	•	62449215-1G001GR25-W	KERVE LEDIERA FODELLAS VEGAS NY	
06/07		Č			\$217,82
09/07	96/30	•	#2440399HGPGHJILABAV	AZ MOTOR VEHICLE DIV WEB 400-436-4583 AZ	\$146.01
06/06	96/08	Y	#2481043HF09PSPHQEIV	MAPPICYTTH-DENDICLEMICNITHEY PHOENIX-AZ	\$1,055.13
D6/06	05/08	y	42451043HJZ2TYF6Z7V	CHESSECARE NO SCOTTSDALE SCOTTSDALE AZ	\$100,00
09/09	06/08	y	#248061# IG00101/JSY	BLANK FACTORY BRASSERI LAS VEGAS MY	\$22.00
09/09	86/36		#2461043EUDSTRIPEZWV	WARRIOTT GRAND CHATEAU LAS VEGAS INV	\$152.16
06/08	06/08	Y	#2469216F#-BOMDVAW7V	APLIAPPLE TUNES STORE 855-712-7753 CA	\$1,41
CONCR	06/08	¥	#24G927GF-UCCCOMUSUV	CIRCLE K OSING SCOTTISTIALE AZ	\$57,00
06/10	05/10	y	#3cspg10HJQQHQZSHWV	7-ELEVEN 2011 to PHOENIX AZ	\$70,00
OE/10	OB/10		#34581638-19011(ZHD80V	ARCO AMPNI SCOTTSDALE SCOTTSDALE AZ	\$3.36
06/10	06/10		#2469216HU00HFY21.5V	CALIFORNIA PIZZA 150 PHOENIX AZ	\$39,00
09/11	06/11		#2460216HICOSYZEZAV.	RVPCCMPACTAPPLIANCE C: 800-267-8076 TX	\$284.00
06/11	06/11		#24F0216H000TDRYWFY	LIFE TIME FITNESS 155 480-636-4009 AZ	\$13.57
CONTI	06/11		SOCIECHKELIE EVIN		
06/13	05/13		#3460216HM00EF65V6V	PRECIBION MARINE (BAGHLIAR MESA AZ	\$49,76
06/13 106/14	09/14	•		APL-APPLE ITUNES STORE 895-712-7753 CA	\$1,41
06/15	09/15	v	#2C78542I PLEAKGOENOV	PRECISION MARINE (SACHUAR MESA AZ	\$78.20
		-	\$24789021 PROBECTAVITY	WETH WILD PHOENIX 825-201-2500 AZ	\$32,78
06/15	08/15	-	MACABLE SHELL BUCKALLAA	PRECIBION MARINE (SACHUAR NEEA AZ	\$43,86
09/18	06/16	_	MB430000HTWWDULDOPLY	QT 487 DS904978 PHOENIX AZ	\$70,00
06/18	06/16		#8443105HT55YNZ5VHZV	ROMPHOS 1285 PHOENIX AZ	\$125.42
O\$/15	06/15	. V ·	RESIDENCE PRODUCES CON	TOMBY BAHAMA CAPESOT SCOTTSDALE AZ	\$100,00
08/17	06/17	٧	#24C3C21H67EY67PJKV	UNITED AIR CONTINUEZ MOOT ATLANTA GA	\$179.80
			OTICATE	STEMERACHIPISTIME	
			1 UAK	PHOENIX NEWARK	
06/17	06/17	V	#2/03B21H576Y67PVVV	LINITED AIR DISTORNETANDOS ATLÂNTA GA	\$179.80
		•	<b>07/02/12</b>	STEMENTHOMAS	
			1 NA K	PHOENIX . NEWARK	
O5/17	06/17	v	#340MS21HS75YBGGSNV	UNITED AIR INSTANCED SAN ANTONIO TX	\$350.00
		•	67£242	STEINERALARK	***************************************
			1 UAK	PHOENIX NEWARK	
			1 UAK 2 UAK		
09/17	06/17	ν		NEWARK PHOENCE	A
	UP 1/	-	#340EERTHE75YEDGEGV	UNITED AIR OIGTOBETERSON SAN ANTONIO TX	\$35 <u>0.0</u> 0
			67/09/12	STEMENSTEPHEN	
			TUAK	PROBNEK NEWARK	
			ZUĄK	NEWARK PHOEMIX	
DB/17	06/17	٧	#2403621H675YB9G6RV	UNITED AIR 0167086729680 SAN ANTONIO TX	\$350.60
			07/0B/12	STEINERINICHOLAS	
			1 UA K	PHOENIX NEWARK	
			ZUAK	NEWARK PHOEND:	
06/17	06/17	ν,	62403621HE75YEDGERY	UNITED AIR CHRYCOST SAN ANTONIO TX	\$359.60
		•	07 <b>6:2</b> 712	CLEMENCHETA.	\$-136/BD
			1 LIAK		
			I LIKK	PHOENIX NEWARK Transactions	

ACC004361 FILE #8302



Account 9	uninary
Statement closing date	67/09/12
Account Number	5482
Payment due date	08/09/12

	ione :			Transactions (continued)	
	ions (con		<u> </u>		
pris Charles	Post Date	Can	Reference Number 2 UA K	Description NEWARK PHOENIX	Amount
09/17	08/17	٧		ATET DATA 800-331-0500 GA	\$14.90
06/18	06/18	Ÿ	\$24CSE21HSJSE1MWARY	SCUTHWESTAIRSPROMARS1902 DALLAS TX	\$496.90
			07/18/12	STEINERUTHOMAS	
			I MM W	ISUP PHOENIX '	
06/19	05/19	٧	\$2407106HW4IGISQED4V	BAPEIOS PIZZA - SCOTTED SCOTTEDALE AZ	\$10,62
06/20	05/20	٧	#0479542HWUMLWBHIDDV	PRECISION MARINE (SAGHILIAR MESA AZ	854,62
08/21	06/21	٧	#2431005HYFYNE-PP7VV	SHEEL OIL 57441454600 PHOENIX AZ	\$82.00
06/21	06/21	y	#2480216HYOOTLDCR7V	CIRCLE K 05915 SCOTTSDALE AZ	\$11.00
06/21	06/21	Ý	SOUTHWOOLD STAY	SUMMET OLEANERS SCOTTSDALE AZ	891.82
06/22	08/22	٧	#24164071-(ZOD99N48BV	CHELTS GERMETOCOGGETO CAPLISEAD NM	\$32,00
06/22	06/22	٧	#2448738HZJJK7365EWSV	SAY O MAT - 10 DEMONG MM	\$84.00
08/22	06/22	٧	#2445501HY447XVFFBV	WAL-MART JOHNS GARLEBAD NM	\$25,80
06/22	05/22	٧	#2488618HY001GQHPSV	Amilia, 598-283-5061 NJ	\$280 <b>9</b> 8
00/22	06/22	٧	EMBS218 IZDOSWKPWAY	GIRCLE KOS919 SCOTTSDALE AZ	\$96.00
06/22	05/22	٧	#2459215HZDQSWIKFQZY	CERCLE K 08915 SCOTTSDALE AZ	\$96.00
06/22	08/22	٧	#2490841HYQ9P55V25V	PCF Force Festor Code: 877-4927245 MA	\$1730
06/23	06/23	V,	#3404800HZ005E3M42V	CHEVRON.00201003 CARLSHAD NA	\$50.00
06/23	06/23	٧	##C20403.0070EXXMPV	PIC CUIK #10 LAS CRUCES NM	\$23.50
OB/23	08/25	٧	#3422443J12Y39N74YV	Best Western Steve Carlsbad NM	\$103,50
06/23	06/23	٧	#2482801HZDOKXDEWNV	PLOT Boy NZ	<b>\$67.0</b> 0
06/23	06723	¥	#24EB219HZDDAHWXXXPV	Auditie 898-263-5051 NJ	\$17,95
06/24	D9/24	V	#941B407JCRLPBAHDCTY	TARGET 00019807 PHOENIX AZ	\$45.29
05/24	09/24	¥	#2461049J1237ZD#W2V	CHEESECAKE NO SCOTTEDALE SCOTTEDALE AZ	\$206.00
06/24	06/24	٧	#2489218J100FZT9W0V	LIFE TIME CAFE 155054 PHOENIX AZ	\$5.33
OE/25	06/25	٧	#2480216.120007EMBJV	LIFE TIME CAFE 1880/64 PHOENIX, AZ	\$6,60
06/25	08/25	¥	#2479909JEBOSEKWSZY	WET NI WILD PHOENIX 825-201-2000 AZ	\$32,78
06/25	09/26	A,	#8475545.ISB#B#B#BZZPV	PRECISION MARINE (SAGHUAR MESA AZ	571.59
06/27	08/27	Y	\$24002161800GNTGEEA	APL'APPLEITUNES STORE 886-712-7783 CA	\$1.45
09/27	06/27	Y	#2409216JODDF1QQQGY	HOTWINE-SALES PINAL 805-466-9473 CA	\$773.30.
	08/2/	¥	\$240021614000444120RV	LIFE-TIME CAPE 199054 PHOENIX AZ	<b>\$5.</b> 17
0672	96/27	¥	\$2475506,LESTHJZCETV	WEST FUNEFAL HOME CARLSBAD NM	\$2,250.94
06/25	00/28	¥	#2432300JUSAPILICEFY	ARFIBA MÉDICAN GIRILL 404 PHOENIX AZ	\$47.03
08/26	06/25	V	#24HIZI SMODESHOEDV	American Services-Kindin 898-821-8851 WA	\$13.85
06726	06/26	¥	SECTION SET DICHETY	HI-HEALTH 876 SCOTTEDALE AZ	\$32.67
D8726 D8730	06/29 06/50	v	49:778549.16.3974859(\(\text{Y}\) #2469218.160098(\(\text{Y2P-CV}\)	Precision Harine (Sachillar Mesa Az	\$40,58
	0686	v		APL-APPLETUNES STORE WESTIS-7759 CA	\$2.18
D6790 D6790	06/80	v	#24/75542J6/JAPWWILDEZV	CANTINA LAREDO 186 SCOTTSDALE AZ	\$48.00
	67/b1	ŭ		PRECISION MARINE (SAGINAR MESA AZ	\$95.22
07/01	• • • • •	٧	#2444500.1#2XSPWXQJV	WALGREENS FREM SCOTTSDALE AZ	\$42.77
02701 07701	<i>071</i> 01 <i>071</i> 01	v	#8460216,[700E9157]_V	CIRCLE KURORO FOLINTAIN HILL AZ ATTERL PAYMENT 800-000-5020 TX	\$71.91
0//U1 0 <b>7/</b> 01	07/D1	v	#3476197J78AH2X21VV		\$654,04
07/02	07/02	v	WHATELANIS AND AND AND AND AND AND AND AND AND AND	GREAT OLIPS, MISTO SCOTTSDALE AZ	\$95.00
07/Q2 07/Q2	07/02 07/02	v	#2488216.1600TGASFRV	ORCLE K DERIS-BOOTTSDALE AZ LTF*LFE TME MO DUES   888-450-6430, MN	\$57.00 \$143.90
07/QE 07/QS	57/03	v	#SHEETE TOO GREAT LA	APLYAPPLE ITURES STORE 885-718-7768 CA	\$143.90 \$30.02
07/05.	07/05	Ÿ	#2416405JOB01FL5VeV	EDIONMOBIL 197413251 ROSCOE NY	200,00
07/C8	07706	Ÿ	#2459216LIDDOGLIDPIGY	APL*APPLE ITUNES STORE: 886-712-7753 CA	51.41
97/CJ7	07/07	Ÿ	#9405023JD6V3G16EJV	ROCY DELICATESSEN NEW YORK NY	\$1.61 \$16.80
07 <i>JC</i> 97	07/02	Ÿ	#24CSCELLEBASHEEDSV	HAM ST MEW YORK MY	\$16.80
07/07	07707	Ÿ	#PASSERIALEOGF#80PZV	GANT USA NEW YORK NY	\$65,65 \$57.50
77.CB	07708	Ÿ	#2418616JE5V8Q193MV	BUPICER KING ATERS GOSHEN NY	\$44.03
		•		Total Transactions For This Period	\$11,960,69
				,	4:7
	Post Page	-	Reference Mirrober	Provide Mon	
	, was Light		· · · · · · · · · · · · · · · · · · ·	Description Total Pees For This Period .	Amount 30.00
-	haroed		•	Lond Lares of the Lares	32.50
		~=	Reference Number	D 200	
			And such his gray	Description INTEREST CHARGED ON PURCHASES	Amount
			•	INTEREST CHARGED ON CASH ADVANCES	\$0.00
				INTEREST CHARGED ON CASH ADVANCES INTEREST CHARGED ON BALANCE TRANSPERS	\$0.00 \$0.00
			•	Total Interest For This Period	\$0.00 \$8.00
-					

2012 Totals Year-to-Date	
Yourd James changed in 2012	\$106,50
Yotal interest charged by 28:12	\$180.87
Important Messages	

	·		•
interest (	Charge Calculation		· · · · · · · · · · · · · · · · · · ·
Your Assessed Percentage Rate (APR) in the served interest rate on your	exposit.		
	Annual Percentage	Balance Subject to	<u> </u>
Type of Balanca	Rate (APR)	Interact Rate *	Interest Charge
Pergular Purohanas (v)	B.90%	30.00	\$0.00
	Interest	Charge Calculation oc	efficues on hirst page.

ACC004362 FILE #8302

Payment Cateditions. Payments must be made in U.S. dollers and drawn on funds on depoct at fluorosis institutions institutions institutions between the F.D.J.C. Do not make cash. Payments received by us by 6 pm weeks time will be oracled us of the same day if the payment is in U.S. dollers and made:

By clastic or many other drawn on a financial institution located in the U.S. of the past office, account earlier made to our payment actions or the lard or delivered to person to us (do not mad instit);

Electronically on uses, onther financial relations, or the lard or delivered to person to us (do not mad instit);

Teleptronically by calling 1-800-0351-8722.

Payments list the scoop of final or mad the above requirements will be credited within 6 days. We recove the right to withinoid credit exalishilly until we continue receipt of good funds.

Account Settlements. You amont settle your account belience without our writing agreement. If you want to well is your account for less than the New Belance (for prompts if you depute the sencent you one or you cannot asked to pay what you one), you shout write to us at USAA Credit Card Reschition Services, P.O. Box 94994, Sen Antopia, TX 79265 and we must agree in writing, Orbertsine, we may process your payment and It will not release you from paying the remaining unpulsible or result in an accord and satisfaction.

#### Rewards Surrawy (continued)

FOR QUESTIONS ABOUT YOUR USAA CASH REMARDS PROGRAM CALL (880) 551-8722.

				Transactions	
Payment	s and Cre	dits			. ]
		Card	Reference Magber	Description	Agenoral
07/08	07709	V	\$7476197JE28313KYSV	EMPIRE STATE BLDG NEW YORK NY ORIEDIT	\$25,00-
57/20	07/23	-	#744Z/96JVLME)CLIYEV	PGA TOUR SUPERSTORE SO SCOTTSDALE CREDIT	\$496,79-
ÓB/09	08/03	¥	#74270BSIGETOWXDPXV	UBAA COM PMT - THANK YOU SAN ANTONIO TX	\$12,290.80-
				Total Payments And Credits For This Patied	\$12,891.59
Transact	ions	-			
Course Danie	Point Date	Card	Reference Number	Directipicon	Agnount
97106	67709	V	#3413800JF DSY36TAY	CENTRAL PARK BOATHOUSE NEW YORK MY	\$20.00
07/09	Q77(3E)	٧	\$3401239JFODENBMF3V	SHEATHA FABULOUS GRILL NEW YORK NY	2531°33 +
07/08	97/09	٧	#3407105.LGWPBWCNZLTY	CAFE PLAZA DÉLI NEW YORK NY	\$43.22
(TZ/QB	.07709	٧	#2416407JGEJPTWHYCV	LEVIE 172 01001736 NEW YORK MY	\$122.00
07700	07,09	٧	#9419#DAJGBBBGTEPAV	JUNIORS RESTAURANT NEW YORK NY	\$15.00
57/CB	07700	٧	#SKES-C7.JGID7VPISMSZV	THE RED.FLAME NEW YORK NY	385.00
07/08	07/09		#2495178JEHNHV831PV	Experien *CrediReport#77-2677790 CA	\$19.05
07/CB	07/09	٧	63441800JFEI-(ZYUY6)(V	BANANA REPUBLIC AREAS NEW YORK MY	\$59.62
<b>G7/DE</b>	67702	¥	WARTENEST CONTRACT	MARINOTTPHOENICABINONTHLY PHOENIX AZ	81,200,04
07236	07/09	γ	#2461043JF09FIDEF8XY	AUTOPAY/DISH NITVIK 800-894-9131 CC	\$97,82
07/07	07/09	٧	V96LLEL009L31989V	TICKETMARTER MARY POPP NEW YORK MY	\$395,00
07/07	67/09	٧	ASSESSED STREET	SUNCCO CESTEMENTO LIVINGSTON MA NY	\$31,00 <u>}</u>
07/09	07/08	Y	FRANKLISCON PROCESS	APL"APPLE ITUNES STORE 466-712-7732 CA	\$1.41
07/07	<b>57709</b>	٧	NEWSENSON PROPERTY.	BELLA VITA NEW YORK NY	\$136.08
67/08	07708	٧	\$2476197JE22318K63V	EMPIRE OTATE BLOG NEW YORK MY	\$100,00
07/08	07/108	٧	696/818715/E8313K29A	EMPIRE STATE BLOG NEW YORK MY	\$19.00
07/09	07/08	٧	<b>69678157JGBQBRQLD</b> EEV	STATUE CRUISES JERSEY CITY NJ	\$94.00
67/08	07/02		#24ECS41_IF.IPTEB1NBV	PCP*Feeture F2 120 877-4827943 MA	\$74.98
07/10	<b>07710</b>	V	AMENATTELANT	DNG TRAYEL - NEWAR MEMARIS NJ	\$32.16
07/10	OMO	A	#2425HBBJH05JVLENZV	GULF OIL 98048548 NEWARK NJ	\$32,34
07/10	07/10	•	#2469216_IGD054AS303V	BILLS BAR BURGER RO NEW YORK NY	\$248.57
07710	07710		#24E0216JHDQA67HLTV	LACOSTE 8328 FIFTH AVE NEW YORK NY.	855K40 T
<b>67/10</b>	07/10		MATERIAL SHOW	SKY HARBOR AIRPORT TO PHOENIX, AZ	S2000 -
07/11	C7711 1	٧	\$2481049_FIDETPRNANCY	MARHOTT SERVE MY MARQUIS NEW YORK MY	1994.00
07/11	97/11		WHOSE SUPPOPER SECOND	APL-APPLEITUNES STORE 1895-712-7752 CA.	17.03 m
07/12	07/12	-	#24605/BTTCOHORAGA	CANTINA LAREDO 188 SCOTTEDALE AZ	\$652.00 \
07/13	07/13		VOLTOY? ESSAUCHORS	CHEESECAKE NO SCOTTSDALE SCOTTSDALE AZ	855.00
07/14	07/14		#2412948JM/20048HST7Y	USA THAYEL CENTER LLC KINGMAN AZ	00.882
07/14	07/14	-	#3444500.JulzXAAZIQLGIV	BAFINES & NOBLE 62116 SCOTTSDALE AZ	\$25.08 \
07/14	07/14		ISSIESSIETTOOIG 100A	APL APPLEITUNES STORE 866-712-7753 CA	\$11.24
07/14	(2714	•	\$2471705JL\$05EJKLIŽV	DANNYS FAMILY CAR WASH \$2 SCOTTSDALE AZ	\$50.94   )
07/15	07715	-	#9401617JANDOSPILBRINY	WASHINGTON HARTS WASHINGTON UT	\$47.00
mue	07/16	-	20442732 MLYHTZTWEV	TA HIBL KINGMAN AZ KINGMAN AZ	842.00
W/15	97/16		MACHINE POLICY N	HI-HEALTH \$76 SCOTTEDALE AZ	· \$29,41
7/170	27777	-	#2442793.JFLMENECEP+fV	PGA TOUR SUPERSTORE SO SCOTTSDALE AZ	\$479.31
09/17	02717	-	#244B3BBJFCQCZEGJ6V	ATET DATA 800-391-0600 GA	\$14.00
02117	07/17	-	#2480216JP00801D#AV	Annazon Prinne 865-557-2820 MV	579.00
07/17	07/17		#34602FCJPCC4DBBBLAV	SPRINT WIRELESS 800-539-6111 KS	\$1,140,23
-07/17	07717		######################################	GRAYHAWK GOLF CLUB-REB SCOTTSDALE AZ	\$44.00 T
07/17	07/17		ASCRECAL PURMOCITY PROV	PRECIBION MARINE (RACHUAR MESA AZ	\$90.27
07717	07717		##76197JR#EBEZIOLY	PAPA JOHNS JEEZZ ECOTTECALE, AZ	\$23.57
07/18	07718		######################################	AZ BILTMORE GOLF PHOENIX AZ	\$32.80 - \
07/ <del>12</del>	07/16		ASMETE I BURGOEN DAETY	CIRCLE KOR916 SCOTTSDALE AZ	#86.00 ·
07/18	07718	Ψ.	#2469216JR00CWBDPW	APL APPLE TUNES STORE 865-712-7759 CA	64.22
0771a	07/16	ν.	VXQRMS900TL81598969	CIRCLE KORRIS SCOTTEDALE AZ	\$11.00
07/19	97/19	٧	\$2429910,7011FD928V	7-ELEVEN 20212 PHOENIX AZ	\$98.00 ·
07710	07/19	Υ.	#347170EJB4DJHILXD31V	RED RICEIN NO 122 PHOENIX AZ	\$89.00
07/20	07/20	v	2442733JVI.JABX3JBAV	PGA TOUR SUPERSTORE SO SCOTTSDALE AZ	\$66.94

ACC004366 FILE #8302



Account Summary				
Shatement dissing date		09/08/12		
Accessed Mandout		5452		
Provincent duta data		09/02/12		

				Transactions (continued)	
	ions (cod				
			Pentereggs Murpher	Description	. Arnount
07/20	07/20	٧	#2481043.VOSFBGLTKY	THE HOME DEPOT 472 SCIOTTSDALE AZ	. \$12.00
07/ED	07/20	٧	#2476197JV3EBBSMOJV	PAPA JOHNS NIGHT 480-473-4843 AZ	\$20.51
07/20	67/30	γ	#247679CL/VSYXFXXHSKY	KONA GREL CITY NORTH 125 PHOENCE AZ	\$70.00
07/21	07/21	٧	PAKSMLAXSWL005H46SH	MINIS CAFE IN PHOEND: AZ	\$49,00
07/21	07/21	٧	#GK/9906JVBDRAX0/96V	SUMMIT OLEANERS SCOTTSCALE AZ	\$47.96
07/22	07/22		#2491@UDJOFYNLINGUV	SHELL DIL 57442174908 SQXTTBDALE AZ	\$11.00
07/22	四/投	٧	#9443105.0055E9H4NFN	ROMANGS 1012 SCOTTSDALE AZ	\$80.00
07/23 ·	07/23	٧	#0442733JYLM/99GB7V	DEMNY'S #7957 GILBERT AZ	\$9.77
07/23	07/22	V	\$2489219.DXXTX544AVV	APL'APPLE ITUNES STORE 1885-712-7758 CA	\$1.41
07/23	07/23	٧	#2460216JY001N987PY	OFFICLE KORSTS GALBERT AZ	\$86.00
07/25	07/25	۸.	#2476642.IZ.MZDYSREV	Precision Marine (Sachluar Mesa az	\$39.37
·07/26	07/26	Y	#2485215K100Y1KT3MY	CHROLE KOERIS SCOTISONLE AZ	\$60.00
C7/80	07/50	٧	#2441800R967GNP61TV	HILLETONE BORSET, STOO PHOENIX AZ	\$80.00
07/ <b>9</b> 0	07/150	٧	#2448928K35V004C3PY	CAPE ZUPAS DESERT RIDGE PHOENIX AZ	\$46.11
08/01	06/01	٧	#2449996/058EQSTSKV	GREGANO'S PIZZA BISTRO SCOTTSDALE AZ	\$46.00
01001	08/01	٧	#24892196990QERTYEV	LTF"LIFE TIME MO DUES 868-430-5432 MIN	\$143.90
08/03	08/03	γ	#340He03KB0GBGBTLHV	OHEVRON COSCITORS SCOTTSCALE AZ	* \$13.00
oá/os	PO/Q3	٧	#241B407KSFD412WPQV	BLOW MINI MORTH I 1800451 PHOENIX AZ	. \$86.00
CONCI	De/CO	٧	#2481049KAD9PL4HZXV	MARRIOTTPHOENIXCLEMONTHLY PHOENIX AZ	\$656.76
08/03	DB/03	y	#24992109DDDDDDDDDDDD	LIFE TIME CAFE 1/2004 PHOENIX AZ	\$6.11
DB/D4	08/04	¥	\$2421078KA\$17LEHOEY	GB SCOTTSDALE ING PHOEMX: AZ	\$70.00
08/04	08/04	V	#2469218KB00Vt5VAHV	LIFE TIME CAFE 168CIS4 PHOENIX.AZ	\$6.11
08/04	08/04	Y	#249921690000LODOTY	CARRABBAS 8304 SCOTTSDALE AZ	\$44.00
08/06	09/05	ý	#2489216(GODNOOAVTV	CERCLE K NEWLE SCOTTSDALE AZ	\$72.00
08/08	ON/OR	Ÿ	ATABOD' BICCODEVVIAPRIV	LIFE TIME OAFE 165054 PHOENIX AZ	\$8.11
09/06	06/06	Ý	#2479842IGB_IN2VILPENV	PRECISION MARINE (SAGHLIÁR MESA AZ	\$46.04
		•		Total Transactions For This Period	\$9,112.81
oes					
ans Date	Post Date	Carr	Reference Number	Description	Amount
7				Total Page For This Period	\$6.00
rterest (					
uns Date	POGE DATE	Cin	Reference Number	- Description	Armount So. on
	•	-		NTEREST CHARGED ON PURCHASES	<b>4</b>
				INTEREST CHARGED ON CASH ADVANCES	\$0.00
				INTEREST CHARGED ON BALANCE TRANSFERS	\$0.00
				Total Interest For This Period	\$0.00

2012 Totals Year-to-Date	
Total feet citarged in 2012	\$108,50
Total interest charged in 2012	\$150:67

#### Important Messages

YOUR CREDIT LIMIT HAS BEEN INCREASED FROM \$16,000 TO \$18,500, IF WE MAY BE OF SERVICE, PLEASE CALL US TOLL FREE AT 1-800-681-6722

Interest Charge Calculation				
our Annual Percentage Rate (APR) is the annual interes	t militan your account.			
Type of Balance	Armani Parcentejie Rate (APR)	Baharien Subject to Interest Rate	Interest Charge	
Pegular Punchasse (v)	1.90%	\$0,00	\$0.00	
Regular Dush Ademices (v)	d.90%	\$0.00	\$0.00	
The APR for a bishence type followed by a (v) to a variable	riile.	•		
Phyling Imineset and You'r Genoe Period: We will not charge Now Balance by your Paymerk Due Date of 08/02/12.	you any further injurent on your Purchase Selence	on this Statement It you	bail Aora augus	
	•			

Additional Disclosures	<del></del>	 	
	<del></del>	 	
	I alemate	 	

ACC004367 FILE #8302 COMMISSIONERS
BOB STUMP, Chairman
GARY PIERCE
BRENDA BURNS
BOB BURNS
SUSAN BITTER SMITH

JODI JERICH EXECUTIVE DIRECTOR



MATTHEW J. NEUBERT DIRECTOR

SECURITIES DIVISION
1300 West Washington, Third Floor
Phoenix, AZ 85007
TELEPHONE: (602) 542-4242
FAX: (602) 594-7470
E-MAIL: securitiesdiv@azcc.gov

#### ARIZONA CORPORATION COMMISSION

December 20, 2013

### Via Personal Service

Custodian of Records for Second Opinion Solutions, LLC c/o Arthur P. Allsworth, Esq. 1001 N. Central Ave., Suite 701 Phoenix, AZ 85004-1948

Re: Out of the Blue Processors, LLC

File No. 8302

Dear Custodian of Records,

Enclosed you will find a Subpoena Duces Tecum which requires your appearance before the Securities Division on the 6th day of January, 2014. In lieu of personal appearance, you may provide the requested documents by the due date by mailing them to Special Investigator Douglas Barrett, Securities Division, Arizona Corporation Commission, 1300 West Washington Street, Third Floor, Phoenix, Arizona 85007. Testimony concerning the documents will be scheduled at a later time, if necessary.

Should your institution not have any documents responsive to the subpoena, please provide written confirmation to that effect.

Should you have any questions regarding this subpoena, please feel free to contact me at (602) 542-0047 or (602) 542-4242.

Very truly yours,

Douglas Barrett Special Investigator





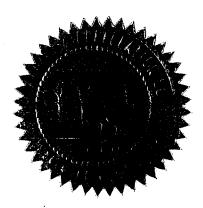
# **SUBPOENA**

# SECURITIES DIVISION ARIZONA CORPORATION COMMISSION

TO: Custodian of Records for Second Opinion Solutions, LLC c/o Arthur P. Allsworth, Esq. 1001 N. Central Ave., Suite 701 Phoenix, AZ 85004-1948

In the matter of Out of the Blue Processors, LLC, file number 8302 involving possible violations of the Securities Act and/or Investment Management Act of Arizona.

PURSUANT TO A.R.S. § 44-1823 AND A.R.S. § 44-3133, YOU ARE HEREBY REQUIRED to appear before Special Investigator **Douglas Barrett** of the Securities Division of the Arizona Corporation Commission at 1300 West Washington, Third Floor, Phoenix, Arizona 85007, on the 6th day of January, 2014 at 10:00 a.m., to PRODUCE THE DOCUMENTS SPECIFIED IN EXHIBIT "A", which is attached and incorporated by reference.



The seal of the Arizona Corporation Commission is affixed hereto, and the undersigned, a member of said Arizona Corporation Commission, or an officer designated by it, has set her hand at <u>Phoenix</u>, <u>Arizona</u> this 20th day of December, 2013.

in Collman

Julie Coleman

Chief Counsel of Enforcement

Securities Division

Information and documents obtained by the Securities Division in the course of an investigation are confidential, unless made a matter of public record. The Securities Division may disclose the information or documents to a county attorney, the attorney general, a United States Attorney, or to law enforcement or regulatory officials to be used in any administrative, civil, or criminal proceeding. You may, in accordance with the rights guaranteed to you by the Fifth Amendment of the Constitution of the United States, refuse to give any information that might establish a direct link in a chain of evidence leading to your criminal conviction.

Persons with a disability may request a reasonable accommodation such as a sign language interpreter, as well as request this document in an alternative format, by contacting Shaylin A. Bernal, Executive Assistant to the Executive Director, voice phone number 602/542-3931, e-mail <a href="mailto:sabernal@azcc.gov">sabernal@azcc.gov</a>. Requests should be made as early as possible to allow time to arrange the accommodation.

Pursuant to A.R.S. § 44-1825 and A.R.S. § 44-3134, failure to comply with this subpoena may result in the application for a finding of contempt.

Pursuant to A.A.C. R144-304, any person required to appear at a formal interview may be represented by legal counsel.

### AFFIDAVIT OF SERVICE (INDIVIDUAL)

#### State of Arizona State of Arizona County of Maricopa County of , being duly sworn, deposes and says: , being duly sworn, deposes and says: I, for the Securities Division of the Arizona Corporation Commission. 1. for the Securities Division of the Arizona Corporation Commission. Phoenix, Arizona, served an original of this subpoena by: Phoenix, Arizona, served an original of this subpoena by: Personal Service on the person named in the subpoena. Leaving a copy at the dwelling house of the person named in Leaving a copy with an employee, of suitable age and discretion, (not less than 16 years of age) at any place of business of the the subpoena with a person of suitable age (not less than 16 years of age) and discretion, then residing there. corporation, partnership, trust, limited liability company, association, or other business entity. Leaving a copy with any officer or director of a Leaving a copy at the usual place of business or employment corporation, managing or general partner of a partnership, trustee of a of the person named in the subpoena with an employee, express or trust, member of a member-managed limited liability company, implied agent, supervisor, owner, officer, partner, or other similar person manager of a manager-managed limited liability company or any of suitable age and discretion (not less than 16 years of age). authorized representative of an association or other business entity. Leaving a copy with an agent authorized by express or Leaving a copy with an agent authorized by express or implied appointment or by law to receive process for the entity named implied appointment or by law to receive process for the person named in the subpoena. in the subpoena. Mailing a copy, by certified mail with return receipt Mailing a copy, by certified mail with return receipt requested, in an envelope addressed to the last known dwelling house or requested, in an envelope addressed to the last known business address, usual place of abode or last known business address, postage prepaid. postage prepaid. Name of Person Served: Arthur Allsworth Name of Person Served: Relationship to Entity Served: Relationship to Person Named: Place of Service: 1001 N.C Place of Service: ___ Time and Date of Service: Time and Date of Service: 1:30 PM Service Performed by: Service Performed by: Signature of Affiant: Signature of Affiant: Sworn to before me this day of , Sworn to before me this Notary Public Notary Public State of Arizona Maricopa County DuLance M Morin Commission Expires Commission Expires

AFFIDAVIT OF SERVICE (BUSINESS ENTITY)

#### Exhibit A

#### A. Definitions

For the purpose of the requests below, Mark G. Steiner, and its officers, directors, managers, affiliates or agents, shall be collectively referred to hereafter as "STEINER."

For the purpose of the requests below, Out of the Blue Processors, LLC, an Arizona limited liability company, also d/b/a Out of the Blue Processors II, LLC, and its officers, directors, managers, affiliates or agents, shall be collectively referred to hereafter as "BLUE."

For the purpose of the requests below, Lunsford Consulting, LLC, and its officers, directors, managers, affiliates or agents, shall be collectively referred to hereafter as "LUNSFORD."

For the purpose of the requests below, Second Opinion Solutions, LLC, and its officers, directors, managers, affiliates or agents, shall be collectively referred to hereafter as "SECOND OPINION."

## B. Requests

From January 1, 2008, to the present, provide the following documents, records and information, whether stored on electronic media or otherwise:

- 1. Certificates of partnership, partnership agreements, articles of incorporation or organization, bylaws, and operating agreements, including any amendments;
- Records of all pre-organization or corporate meetings, committee
  meetings, shareholder or member meetings, board of director meetings, or
  other business meetings, including minutes, resolutions adopted or
  proposed, agendas, and all information used or presented at these
  meetings;
- 3. Names, addresses, and telephone numbers of all past and present officers and directors, managing members, managers, or managing or general partners;
- 4. Names, addresses, telephone numbers, and position of all past and present employees, independent contractors, or other agents;
- 5. Records of all salaries, bonuses, reimbursement, distributions, draws, loans, or any other compensation, whether monetary or otherwise, paid to the individuals listed in response to paragraphs 3 and 4;

- 6. All financial statements, annual and quarterly financial reports, whether audited or unaudited, with accompanying footnotes and any auditor's reports including any amendments;
- 7. All assets and liabilities currently held by or for the benefit of SECOND OPINION;
- 8. All documents filed with any governmental agency related to the conduct of business, the formation of affiliated businesses, the renewal or maintenance of status as a legal entity, or the dissolution of the business;
- 9. All documents submitted for the purpose of compliance, reporting, or seeking exemptions from registration with any state or federal securities agency;
- 10. All documents concerning inquiries, investigations, or actions by any state or federal governmental agency;
- 11. All state and federal tax returns, including any applications, forms, or correspondence;
- 12. All accounting records and books of original entry including but not limited to, cash receipts journal, cash disbursements journal, sales journals, general journal, subsidiary journals, general ledger, subsidiary ledgers, and chart of accounts;
- 13. All bank or other depository institution accounts in the name of, or for the benefit of, SECOND OPINION, whether open or closed, including: (a) the name of the bank or depository institution and address of the branch at which the account is located; (b) the name and number of each account; and (c) the names of all signatories on each account;
- 14. All advertisements, correspondence, circulars, offering memoranda, newsletters, prospectuses, tax opinions, legal opinions, reports, brochures, flyers, handouts, or any other records made available to potential or actual investors;
- 15. All advertisements, announcements, infomercials, or press releases that appeared in any media including, but not limited to, newspapers, trade journals, magazines, radio, television, or the internet;
- 16. All information provided through the internet including, but not limited to, copies of all web pages, addresses of web sites, news groups, and email addresses;

- 17. All contracts or agreements between SECOND OPINION and any person or entity identified in response to paragraphs 14 through 16 above, records of all payments made to such persons or entities, and any communications, whether written or electronic, between SECOND OPINION and such person or entity;
- 18. All lists of prospective investors, including sales lead lists, demographic lists, and any other source of investor names, whether drafted by, purchased by, or obtained for the benefit of SECOND OPINION;
- All lists of persons who attended seminars, classes, or meetings held or sponsored by or on behalf of SECOND OPINION, its affiliates or agents;
- 20. Names, addresses, and telephone numbers of all individuals or entities that have been offered or sold investments in SECOND OPINION;
- 21. Documents relating to each individual or entity listed in paragraph 20 including any contracts, forms, subscriptions, agreements, notes, questionnaires, records of investment status, checks, wire transfers, receipts, account statements, tax information, and any correspondence, updates, or other communications;
- 22. The amounts and dates of each investment for each individual or entity listed in paragraph 20;
- 23. The amounts and dates of any interest, earnings, distributions, dividends, stock splits, spin-offs, rescission, refund, or any other form of returns to each individual or entity listed in paragraph 20;
- 24. Names and addresses of all shareholders, members, or partners of SECOND OPINION including the amount of shares, units, or interest held and a sample share certificate or other evidence of ownership;
- 25. Records of all securities held, issued, purchased, or traded, including any brokers, underwriters, market makers, clearing firm, or other entities used in each transaction;
- 26. Records of any mergers, acquisitions, spin-offs, or predecessor entities;
- 27. All internal reports and any reports provided to shareholders, members, or partners. All contracts or agreements between SECOND OPINION, on one hand, and BLUE, STEINER or LUNSFORD, on the other hand;
- 28. All contracts or agreements between SECOND OPINION, on one hand, and any person or entity investing in BLUE, STEINER or LUNSFORD, on the other hand;

- 29. All communications, regardless of format and whether written, electronic or recorded, between SECOND OPINION, on one hand, and BLUE, STEINER or LUNSFORD, on the other hand; and
- 30. All communications, regardless of format and whether written, electronic or recorded, between SECOND OPINION, on one hand, and Third Party, on the other hand, regarding or on behalf of BLUE, STEINER or LUNSFORD.

# AFFIDAVIT OF CUSTODIAN OF RECORDS

STATE OF	)		
County of	) ss. )		
The undersig	gned hereby declares, under oath, that	the following statements are true:	
1.	I am over the age of eighteen, have	personal knowledge of the facts set forth	
below, and a	m competent to testify.		
2.	I am the duly authorized Custodian	of Records of	
3.	I have the authority to certify said	records.	
4.	The records submitted herewith are	true copies of all records under my posses	ssion
or control re-	sponsive to the Subpoena directed to	the Custodian of Records of the entity	
identified in	paragraph 2 above.		
5.	The records were prepared or obtain	ned by personnel or representatives of the	
entity or pers	sons acting under the control of perso	nnel or representatives of the entity identifi	ied
in paragraph	2 above in the ordinary course of bus	siness at or near the time of the act, condition	on,
or event in sa	aid records.		
6.	The records are kept in the course of	of regularly conducted business pursuant to	the
regular pract	tice of the entity identified in paragrap	oh 2 above.	
		Custodian of Records	
SUBSCRIBI	ED and SWORN to before me this	day of, 2011, by	
		·	
My Commis	sion Expires:	NOTARY PUBLIC	··
(seal)	)		

COMMISSIONERS
BOB STUMP, Chairman
GARY PIERCE
BRENDA BURNS
BOB BURNS
SUSAN BITTER SMITH

JODI JERICH EXECUTIVE DIRECTOR



#### MATTHEW J. NEUBERT DIRECTOR

SECURITIES DIVISION
1300 West Washington, Third Floor
Phoenix, AZ 85007
TELEPHONE: (602) 542-4242
FAX: (602) 594-7470
E-MAIL: securitiesdiv@azcc.gov

#### ARIZONA CORPORATION COMMISSION

December 20, 2013

## Via Personal Service

Custodian of Records for Lunsford Consulting, LLC c/o Arthur P. Allsworth, Esq. 1001 N. Central Ave., Suite 701 Phoenix, AZ 85004-1948

Re: Out of the Blue Processors, LLC

File No. 8302

Dear Custodian of Records,

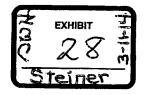
Enclosed you will find a Subpoena Duces Tecum which requires your appearance before the Securities Division on the 6th day of January, 2014. In lieu of personal appearance, you may provide the requested documents by the due date by mailing them to Special Investigator Douglas Barrett, Securities Division, Arizona Corporation Commission, 1300 West Washington Street, Third Floor, Phoenix, Arizona 85007. Testimony concerning the documents will be scheduled at a later time, if necessary.

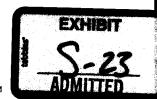
Should your institution not have any documents responsive to the subpoena, please provide written confirmation to that effect.

Should you have any questions regarding this subpoena, please feel free to contact me at (602) 542-0047 or (602) 542-4242.

Douglas Barrett
Special Investigator

Very truly yours





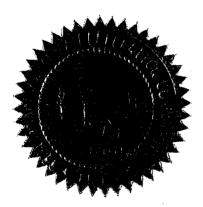
# **SUBPOENA**

# SECURITIES DIVISION ARIZONA CORPORATION COMMISSION

TO: Custodian of Records for Lunsford Consulting, LLC c/o Arthur P. Allsworth, Esq. 1001 N. Central Ave., Suite 701 Phoenix, AZ 85004-1948

In the matter of Out of the Blue Processors, LLC, file number 8302 involving possible violations of the Securities Act and/or Investment Management Act of Arizona.

PURSUANT TO A.R.S. § 44-1823 AND A.R.S. § 44-3133, YOU ARE HEREBY REQUIRED to appear before Special Investigator **Douglas Barrett** of the Securities Division of the Arizona Corporation Commission at 1300 West Washington, Third Floor, Phoenix, Arizona 85007, on the 6th day of January, 2014 at 10:00 a.m., to PRODUCE THE DOCUMENTS SPECIFIED IN EXHIBIT "A", which is attached and incorporated by reference.



The seal of the Arizona Corporation Commission is affixed hereto, and the undersigned, a member of said Arizona Corporation Commission, or an officer designated by it, has set her hand at <u>Phoenix</u>, Arizona this 20th day of December, 2013.

Julie Coleman

Chief Counsel of Enforcement

Securities Division

Information and documents obtained by the Securities Division in the course of an investigation are confidential, unless made a matter of public record. The Securities Division may disclose the information or documents to a county attorney, the attorney general, a United States Attorney, or to law enforcement or regulatory officials to be used in any administrative, civil, or criminal proceeding. You may, in accordance with the rights guaranteed to you by the Fifth Amendment of the Constitution of the United States, refuse to give any information that might establish a direct link in a chain of evidence leading to your criminal conviction.

Persons with a disability may request a reasonable accommodation such as a sign language interpreter, as well as request this document in an alternative format, by contacting Shaylin A. Bernal, Executive Assistant to the Executive Director, voice phone number 602/542-3931, e-mail <a href="mailto:sabernal@azcc.gov">sabernal@azcc.gov</a>. Requests should be made as early as possible to allow time to arrange the accommodation.

Pursuant to A.R.S. § 44-1825 and A.R.S. § 44-3134, failure to comply with this subpoena may result in the application for a finding of contempt.

Pursuant to A.A.C. R14-4-304, any person required to appear at a formal interview may be represented by legal counsel.

#### AFFIDAVIT OF SERVICE (INDIVIDUAL)

#### State of Arizona State of Arizona County of Maricola County of , being duly sworn, deposes and says: , being duly sworn, deposes and says: I, for the Securities Division of the Arizona Corporation Commission, I, for the Securities Division of the Arizona Corporation Commission, Phoenix, Arizona, served an original of this subpoena by: Phoenix, Arizona, served an original of this subpoena by: Personal Service on the person named in the subpoena. Leaving a copy with an employee, of suitable age and Leaving a copy at the dwelling house of the person named in discretion, (not less than 16 years of age) at any place of business of the the subpoena with a person of suitable age (not less than 16 years of age) and discretion, then residing there. corporation, partnership, trust, limited liability company, association, or other business entity. Leaving a copy at the usual place of business or employment Leaving a copy with any officer or director of a of the person named in the subpoena with an employee, express or corporation, managing or general partner of a partnership, trustee of a trust, member of a member-managed limited liability company, implied agent, supervisor, owner, officer, partner, or other similar person manager of a manager-managed limited liability company or any of suitable age and discretion (not less than 16 years of age). authorized representative of an association or other business entity. Leaving a copy with an agent authorized by express or Leaving a copy with an agent authorized by express or implied appointment or by law to receive process for the entity named implied appointment or by law to receive process for the person named in the subpoena. in the subpoena. Mailing a copy, by certified mail with return receipt Mailing a copy, by certified mail with return receipt requested, in an envelope addressed to the last known business address, requested, in an envelope addressed to the last known dwelling house or usual place of abode or last known business address, postage prepaid. postage prepaid. Name of Person Served: Arthur Allsworth Name of Person Served: Relationship to Person Named: Relationship to Entity Served: Afford Place of Service 1001 N. Central Aug. #701 Phoenix Place of Service: _ Time and Date of Service: 1.30 PM 12/20 Time and Date of Service: Service Performed by: Service Performed by: ___ Signature of Affiant: Signature of Affiant: D day of NOCEMBER 2013. Swom to before me this _____ day of _____, ____ Sworp to before me this Notary Public Notary Public Notary Public State of Arizona Maricopa County Dul.ance M Morin Commission Expires Commission Expires

AFFIDAVIT OF SERVICE (BUSINESS ENTITY)

#### Exhibit A

#### A. Definitions

For the purpose of the requests below, Lunsford Consulting, LLC, and its officers, directors, managers, affiliates or agents, shall be collectively referred to hereafter as "LUNSFORD."

For the purpose of the requests below, Out of the Blue Processors, LLC, an Arizona limited liability company, also d/b/a Out of the Blue Processors II, LLC, and its officers, directors, managers, affiliates or agents, shall be collectively referred to hereafter as "BLUE."

For the purpose of the requests below, Mark G. Steiner, and its officers, directors, managers, affiliates or agents, shall be collectively referred to hereafter as "STEINER."

For the purpose of the requests below, Second Opinion Solutions, LLC, and its officers, directors, managers, affiliates or agents, shall be collectively referred to hereafter as "SECOND OPINION."

## B. Requests

From January 1, 2008, to the present, provide the following documents, records and information, whether stored on electronic media or otherwise:

- 1. All documents, records and information responsive to the Commission's Subpoena dated February 22, 2012, to LUNSFORD that have not been produced previously;
- 2. All accounting records and books of original entry including but not limited to, cash receipts journal, cash disbursements journal, sales journals, general journal, subsidiary journals, general ledger, subsidiary ledgers, and chart of accounts;
- 3. Records of all salaries, bonuses, reimbursement, distributions, advancements, draws, loans, or any other compensation, whether monetary or otherwise, paid to or on behalf of any member, officer, director, manager, employee, affiliate, agent or independent contractor of LUNSFORD, including but not limited to payroll records and W-2, 1099 and 8832 forms; and
- 4. All state and federal tax returns, including any applications, forms, worksheets or correspondence;
- 5. All contracts or agreements between LUNSFORD, on one hand, and BLUE, STEINER, or SECOND OPINION, on the other hand;

- 6. All contracts or agreements between LUNSFORD, on one hand, and any person or entity investing in BLUE, STEINER, or SECOND OPINION, on the other hand;
- 7. All communications, regardless of format and whether written, electronic or recorded, between LUNSFORD, on one hand, and BLUE, STEINER, or SECOND OPINION, on the other hand; and
- 8. All communications, regardless of format and whether written, electronic or recorded, between LUNSFORD, on one hand, and Third Party, on the other hand, regarding or on behalf BLUE, STEINER, or SECOND OPINION.

# AFFIDAVIT OF CUSTODIAN OF RECORDS

STATE OF _	)		•
County of	) ss. )		
The undersig	ned hereby declares, under oath, that	the following statements a	are true:
1.	I am over the age of eighteen, have	personal knowledge of the	e facts set forth
below, and a	m competent to testify.		·
2.	I am the duly authorized Custodian	of Records of	
3.	I have the authority to certify said a	ecords.	•
4.	The records submitted herewith are	true copies of all records	under my possession
or control res	ponsive to the Subpoena directed to t	the Custodian of Records of	of the entity
identified in j	paragraph 2 above.		
5.	The records were prepared or obtain	ned by personnel or repres	entatives of the
entity or pers	ons acting under the control of person	nnel or representatives of t	he entity identified
in paragraph	2 above in the ordinary course of bus	iness at or near the time of	the act, condition,
or event in sa	id records.		
6.	The records are kept in the course of	of regularly conducted busi	ness pursuant to the
regular practi	ce of the entity identified in paragrap	h 2 above.	
		Custodian of Records	
SUBSCRIBE	D and SWORN to before me this	day of	, 2011, by
· · · · · · · · · · · · · · · · · · ·			•
My Commiss	ion Expires:	NOTARY PUBLIC	
(seal)			

COMMISSIONERS
BOB STUMP, Chairman
GARY PIERCE
BRENDA BURNS
BOB BURNS
SUSAN BITTER SMITH

JODI JERICH EXECUTIVE DIRECTOR



#### MATTHEW J. NEUBERT DIRECTOR

SECURITIES DIVISION
1300 West Washington, Third Floor
Phoenix, AZ 85007
TELEPHONE: (802) 542-4242
FAX: (602) 594-7470
E-MAIL: securitiesdiv@azcc.gov

#### ARIZONA CORPORATION COMMISSION

December 20, 2013

## Via Personal Service

Custodian of Records for Out of the Blue Processors, LLC c/o Arthur P. Allsworth, Esq. 1001 N. Central Ave., Suite 701 Phoenix, AZ 85004-1948

Re: Out of the Blue Processors, LLC

File No. 8302

Dear Custodian of Records,

Enclosed you will find a Subpoena Duces Tecum which requires your appearance before the Securities Division on the 6th day of January, 2014. In lieu of personal appearance, you may provide the requested documents by the due date by mailing them to Special Investigator Douglas Barrett, Securities Division, Arizona Corporation Commission, 1300 West Washington Street, Third Floor, Phoenix, Arizona 85007. Testimony concerning the documents will be scheduled at a later time, if necessary.

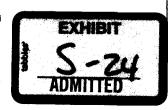
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Should you have any questions regarding this subpoena, please feel free to contact me at (602) 542-0047 or (602) 542-4242.

Very truly yours,

Douglas Barrett Special Investigator





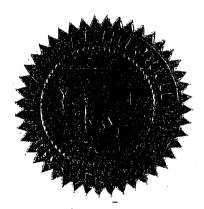
# **SUBPOENA**

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In the matter of Out of the Blue Processors, LLC, file number 8302 involving possible violations of the Securities Act and/or Investment Management Act of Arizona.

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the Collows

Julie/Coleman

Chief Counsel of Enforcement

Securities Division

Information and documents obtained by the Securities Division in the course of an investigation are confidential, unless made a matter of public record. The Securities Division may disclose the information or documents to a county attorney, the attorney general, a United States Attorney, or to law enforcement or regulatory officials to be used in any administrative, civil, or criminal proceeding. You may, in accordance with the rights guaranteed to you by the Fifth Amendment of the Constitution of the United States, refuse to give any information that might establish a direct link in a chain of evidence leading to your criminal conviction.

Persons with a disability may request a reasonable accommodation such as a sign language interpreter, as well as request this document in an alternative format, by contacting Shaylin A. Bernal, Executive Assistant to the Executive Director, voice phone number 602/542-3931, e-mail <a href="mailto:sabernal@azcc.gov">sabernal@azcc.gov</a>. Requests should be made as early as possible to allow time to arrange the accommodation.

Pursuant to A.R.S. § 44-1825 and A.R.S. § 44-3134, failure to comply with this subpoena may result in the application for a finding of contempt.

Pursuant to A.A.C. R14-4-304, any person required to appear at a formal interview may be represented by legal counsel.

# AFFIDAVIT OF SERVICE (INDIVIDUAL)

State of Arizona County of	) ) ss.:	State of Arizona (County of Maricona) ss.:
	, being duly sworn, deposes and says:	Doug Barie # being duly sworn, deposes and says:
	ision of the Arizona Corporation Commission, an original of this subpoena by:	I, for the Securities Division of the Arizona Corporation Commission, Phoenix, Arizona, served an original of this subpoena by:
Personal Servi	ce on the person named in the subpoena.	
	by at the dwelling house of the person named in on of suitable age (not less than 16 years of age) ing there.	Leaving a copy with an employee, of suitable age and discretion, (not less than 16 years of age) at any place of business of the corporation, partnership, trust, limited liability company, association, or other business entity.
of the person named in implied agent, supervisor,	y at the usual place of business or employment the subpoena with an employee, express or owner, officer, partner, or other similar person tion (not less than 16 years of age).	Leaving a copy with any officer or director of a corporation, managing or general partner of a partnership, trustee of a trust, member of a member-managed limited liability company, manager of a manager-managed limited liability company or any authorized representative of an association or other business entity.
	opy with an agent authorized by express or y law to receive process for the person named	Leaving a copy with an agent authorized by express or implied appointment or by law to receive process for the entity named in the subpoena.
requested, in an envelope	copy, by certified mail with return receipt addressed to the last known dwelling house or st known business address, postage prepaid.	Mailing a copy, by certified mail with return receipt requested, in an envelope addressed to the last known business address, postage prepaid.
Name of Person Served:		Name of Person Served: Arthur Allshorth
Relationship to Person Na	med:	Relationship to Entity Served: Attorney
Place of Service:		Place of Service: 1001 N. Central Ave. \$701, Phoenix AZ
Time and Date of Service:		Time and Date of Service: 1:30/M 12/20/13 85004
Service Performed by:		Service Performed by: Doug Barnt
Title:		Title: Special Importigator
Signature of Affiant:		Signature of Affiant:
Sworn to before me this	day of	Sworn to before me this 10 day of 100 mhne. 2013.
Notary Public		Notary Public  Notary Public State of Arizona  Maricopa County
Commission Exp	ires	Commission Expires My Commission Expires 09/23/2016

AFFIDAVIT OF SERVICE (BUSINESS ENTITY)

#### Exhibit A

#### A. Definitions

For the purpose of the requests below, Out of the Blue Processors, LLC, an Arizona limited liability company, also d/b/a Out of the Blue Processors II, LLC, and its officers, directors, managers, affiliates or agents, shall be collectively referred to hereafter as "BLUE."

## B. Requests

From January 1, 2008, to the present, provide the following documents, records and information, whether stored on electronic media or otherwise:

- 1. All documents, records and information responsive to the Commission's Subpoenas to BLUE, specifically including such documents for *both* Out of the Blue Processors, LLC, *and* Out of the Blue Processors II, LLC, dated February 22, 2012, and October 23, 2012, that have not been produced previously;
- 2. All accounting records and books of original entry including but not limited to, cash receipts journal, cash disbursements journal, sales journals, general journal, subsidiary journals, general ledger, subsidiary ledgers, and chart of accounts;
- of all salaries, bonuses, reimbursement, distributions, advancements, draws, loans, or any other compensation, whether monetary or otherwise, paid to or on behalf of any member, officer, director, manager, employee, affiliate, agent or independent contractor of BLUE, including but not limited to payroll records and W-2, 1099 and 8832 forms; and
- 4. All state and federal tax returns, including any applications, forms, worksheets or correspondence.

# AFFIDAVIT OF CUSTODIAN OF RECORDS

STATE OF	)		·
County of	) ss )	<b>.</b>	
The undersig	gned hereby declares, under oath, the	at the following statements ar	e true:
1.	I am over the age of eighteen, hav	re personal knowledge of the	facts set forth
below, and a	m competent to testify.	• •	
2.	I am the duly authorized Custodia	n of Records of	
3.	I have the authority to certify said	records.	<del></del>
4.	The records submitted herewith as	re true copies of all records un	nder my possession
or control res	sponsive to the Subpoena directed to	the Custodian of Records of	the entity
identified in	paragraph 2 above.		
5.	The records were prepared or obta	ined by personnel or represer	ntatives of the
entity or pers	sons acting under the control of person	onnel or representatives of the	e entity identified
in paragraph	2 above in the ordinary course of bu	siness at or near the time of t	he act, condition,
or event in sa	aid records.		
6.	The records are kept in the course	of regularly conducted busine	ess pursuant to the
regular practi	ce of the entity identified in paragra	ph 2 above.	
			•
		Custodian of Records	• .
SUBSCRIBE	D and SWORN to before me this	day of	, 2011, by
14.4		,	· .
My Commissi	ion Expires:	NOTARY PUBLIC	
(seal)		•	•

COMMISSIONERS
BOB STUMP, Chairman
GARY PIERCE
BRENDA BURNS
BOB BURNS
SUSAN BITTER SMITH

JODI JERICH EXECUTIVE DIRECTOR



MATTHEW J. NEUBERT DIRECTOR

SECURITIES DIVISION
1300 West Washington, Third Floor
Phoenix, AZ 85007
TELEPHONE: (602) 542-4242
FAX: (602) 594-7470
E-MAIL: securitiesdiv@azcc.gov

## ARIZONA CORPORATION COMMISSION

December 20, 2013

### Via Personal Service

Mark Steiner c/o Arthur P. Allsworth, Esq. 1001 N. Central Ave., Suite 701 Phoenix, AZ 85004-1948

Re: Out of the Blue Processors, LLC

File No. 8302

Dear Mark Steiner,

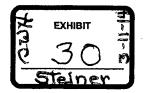
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Very truly yours,

Douglas Barrett Special Investigator





# **SUBPOENA**

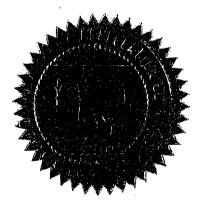
# SECURITIES DIVISION ARIZONA CORPORATION COMMISSION

TO: Mark Steiner

-c/o Arthur P. Allsworth, Esq. 1001 N. Central Ave., Suite 701 Phoenix, AZ 85004-1948

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Julie Chleman

Chief Counsel of Enforcement

Securities Division

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Pursuant to A.A.C. R14-4-304, any person required to appear at a formal interview may be represented by legal counsel.

## AFFIDAVIT OF SERVICE (INDIVIDUAL)

## AFFIDAVIT OF SERVICE (BUSINESS ENTITY)

County of Marcopa ss.:	County of) ss.:
Doug Barrett, being duly sworn, deposes and says:	, being duly sworn, deposes and says:
I, for the Securities Division of the Arizona Corporation Commission, Phoenix, Arizona, served an original of this subpoena by:	I, for the Securities Division of the Arizona Corporation Commission, Phoenix, Arizona, served an original of this subpoena by:
Personal Service on the person named in the subpoena.	
Leaving a copy at the dwelling house of the person named in the subpoena with a person of suitable age (not less than 16 years of age) and discretion, then residing there.	Leaving a copy with an employee, of suitable age and discretion, (not less than 16 years of age) at any place of business of the corporation, partnership, trust, limited liability company, association, or other business entity.
Leaving a copy at the usual place of business or employment of the person named in the subpoena with an employee, express or implied agent, supervisor, owner, officer, partner, or other similar person of suitable age and discretion (not less than 16 years of age).	Leaving a copy with any officer or director of a corporation, managing or general partner of a partnership, trustee of a trust, member of a member-managed limited liability company, manager of a manager-managed limited liability company or any authorized representative of an association or other business entity.
Leaving a copy with an agent authorized by express or implied appointment or by law to receive process for the person named in the subpoena.	Leaving a copy with an agent authorized by express or implied appointment or by law to receive process for the entity named in the subpoena.
Mailing a copy, by certified mail with return receipt requested, in an envelope addressed to the last known dwelling house or usual place of abode or last known business address, postage prepaid.	Mailing a copy, by certified mail with return receipt requested, in an envelope addressed to the last known business address, postage prepaid.
Name of Person Served: Arthur Allsworth	Name of Person Served:
Relationship to Person Named: Attamey	Relationship to Entity Served:
Place of Service: 1001 N. Central Ace Tol. Procent AZ	Place of Service:
Time and Date of Service: 1:30 12/20/13	Time and Date of Service:
Service Performed by: <u>Doug Barre H</u>	Service Performed by:
Title: Spual Investigator	Title:
Signature of Affiant:	Signature of Affiant:
Sworn to before me this 20 day of 2010 mhor, 2013.	Sworn to before me this day of
Mai	
Notary Public  Notary Public State of Arizona  Maricopa County  Dul ance M Morin	Notary Public
Commission Expires My Commission Expires 09/23/2016	Commission Expires

### Exhibit A

### A. Definitions

For the purpose of the requests below, Mark G. Steiner, and its officers, directors, managers, affiliates or agents, shall be collectively referred to hereafter as "STEINER."

For the purpose of the requests below, Out of the Blue Processors, LLC, an Arizona limited liability company, also d/b/a Out of the Blue Processors II, LLC, and its officers, directors, managers, affiliates or agents, shall be collectively referred to hereafter as "BLUE."

For the purpose of the requests below, Lunsford Consulting, LLC, and its officers, directors, managers, affiliates or agents, shall be collectively referred to hereafter as "LUNSFORD."

For the purpose of the requests below, Second Opinion Solutions, LLC, and its officers, directors, managers, affiliates or agents, shall be collectively referred to hereafter as "SECOND OPINION."

## B. Requests

From January 1, 2008, to the present, provide the following documents, records and information, whether stored on electronic media or otherwise:

- 1. All contracts or agreements between STEINER, on one hand, and BLUE, LUNSFORD or SECOND OPINION, on the other hand;
- 2. All contracts or agreements between STEINER, on one hand, and any person or entity investing in BLUE, LUNSFORD or SECOND OPINION, on the other hand;
- 3. All communications, regardless of format and whether written, electronic or recorded, between STEINER, on one hand, and BLUE, LUNSFORD or SECOND OPINION, on the other hand;
- 4. All communications, regardless of format and whether written, electronic or recorded, between STEINER, on one hand, and any Third Party, on the other hand, regarding or on behalf of BLUE, LUNSFORD or SECOND OPINION;
- 5. Records of all salaries, bonuses, reimbursement, distributions, advancements, draws, loans, or any other compensation, whether monetary or otherwise, paid to or on behalf of STEINER, including but not limited to payroll records and W-2, 1099 and 8832 forms;

- 6. Records of all-monetary transfers between STEINER, on one hand, and any Third Party, on the other hand, related to or on behalf of BLUE, LUNSFORD or SECOND OPINION;
- 7. All accounting records regarding expenses incurred by STEINER for or on behalf of BLUE, LUNSFORD or SECOND OPINION, including but not limited to, receipts, tickets, reports, or other writings evidencing such expenses, books of original entry, cash receipts journal, cash disbursements journal, sales journals, general journal, subsidiary journals, general ledger, subsidiary ledgers, and chart of accounts; and
- 8. All state and federal tax returns, including any applications, forms, worksheets or correspondence.

# Wells Fargo Combined Statement of Accounts

Primary account number: 

March 1, 2012 - March 31, 2012 - Page 1 of 5

REDACTED DUE TO

INFORMATION FALLS OUTSIDE OF THE SCOPE OF THE ORDER





OUT OF THE BLUE PROCESSORS LLC 7877 E HANOVER WAY **SCOTTSDALE AZ 85255-6173** 

#### Questions?

Available by phone 24 hours a day, 7 days a week: 1-800-CALL-WELLS (1-800-225-5935)

TTY: 1-800-877-4833 En español: 1-877-337-7454

Online: wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (038)

P.O. Box 2908 Phoenix, AZ 85062-2908

## Your Business and Wells Fargo

As our way of saying thank you to our business customers, Wells Fargo is extending money-saving offers on many of our business accounts and services between April 16 and June 30, 2012. For details on these limited-time offers, stop by any Wells Fargo location, visit us online at wellsfargo.com/appreciation, or call us at 877-436-4170.

#### Account options

A check mark in the box indicates you have these convenient services with your account. Go to wellsfargo.com/biz or call the number above if you have questions or if you would like to add new services.

**Business Online Banking** Rewards for Business Check Card Online Statements **Business Bill Pay Business Spending Report** Overdraft Protection

7	
$\square$	
$\square$	

# **Summary of accounts**

# Checking and Savings

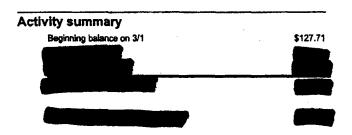
			Ending balance	Ending balance
Account	Page	Account number	last statement	this statement
Advantage Business Package Checking	2	1590	127.71	
Business High Yield Savings	3	4100	4,190.18	
	Total deposit	accounts	\$4,317.89	



# REDACTED DUE TO Primary account number: March 1, 2012 - March 3, 2017: © Pasta 65 OUTSIDE OF THE SCOPE OF THE ORDER



# **Advantage Business Package Checking**



Account number: OUT OF THE BLUE PROCESSORS LLC Arizona account terms and conditions apply For Direct Deposit and Automatic Payments use

Routing Number (RTN): 122105278

For Wire Transfers use

Routing Number (RTN): 121000248

**Overdraft Protection** 

Your account is linked to the following for Overdraft Protection:

Savings -4100

### Transaction history

	Check		Deposits/	Withdrawels/	Ending daily
Date	Number	Description	Credits	Debits	balance
3/5		Recurring Transfer Ref #Opemry69Fk to Business Market Rate	, ,	100.00	
		Savings xxxxxx6764			
3/5		POS Purchase - 03/05 Mach ID 000000 Qt 497 Phoenix AZ 0696		71.50	
		00382065524555073 ?McC=5542			
3/5		Overdraft Protection From 4100	203.66		
3/5		Overdraft Transfer Fee		12.50	147.37
3/6		Check Crd Purchase 03/04 Shell Oil 57441989 Scottsdale AZ		99.00	
		425907xxxxxx0696 002065066845966 ?McC=5542			
3/6		Check Crd Purchase 03/05 Benihana So 613 Scottsdale AZ		170.00	
		425907xxxxxx0696 082065052152109 ?McC=5812			
3/6	_	Overdraft Protection From 4100	134.13		
3/6		Overdraft Transfer Fee		12.50	0.00
				8.00	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.



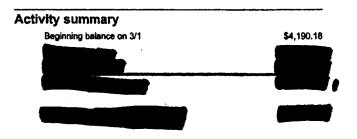
Effective May 10, 2012, your account may be charged an ATM surcharge fee when you make a withdrawal with your Wells Fargo Business Debit or ATM Card at non-Wells Fargo ATMs that display the Instant Cash network logo. This fee is determined by the ATM owner or operator. As a reminder, Wells Fargo may assess a \$2.50 per transaction fee when you make a transaction with your card at non-Wells Fargo ATMs that display the Instant Cash network logo.

For fee walver details, refer to your Wells Fargo Business Account Fee & Information Schedule, or other applicable account disclosure.

If you have any questions, please contact your local banker or call the phone number at the top of your statement. Thank you.

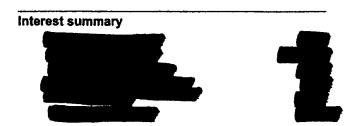


# **Business High Yield Savings**



Account number: 4100
OUT OF THE BLUE PROCESSORS LLC
Arizona account terms and conditions apply
For Direct Deposit and Automatic Payments use
Routing Number (RTN): 122105278
For Wire Transfers use

Routing Number (RTN): 121000248



## Transaction history

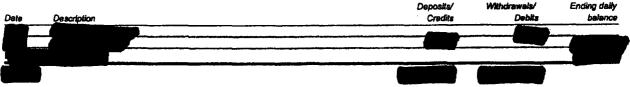
0.4.	December	Deposits/ Credits	Withdrawals/ Debits	Ending delly belance
Date 3/1	Description		Dedits	Delance
3/1	WT Seq124896 Vantage Retirement Plan /Org=Vantage Retirement Plans LLC Srf# Robert L. Kocks Trrr#120301124896 Rfb# 000000226	49,980.00		
3/1	Wire Trans Svc Charge - Sequence: 120301124896 Sri# Robert L. Kocks Tm#120301124896 Rfb# 000000226		15.00	•
3/1	Withdrawal Made in A Branch/Store		10,000.00	44,155.18
3/2	Deposit	65,000.00		
3/2	Withdrawal Made in A Branch/Store		5,000.00	104,155.18
3/5	Interest Payment	0.57		
3/5	Recurring Transfer Ref #Ope59PR3Rk From Business Checking xxxxxx1566	100.00		
3/5	* Online Transfer Ref #lbejvwtt27 to Business Checking xxxxxx1566 on 03/03/12		16,000.00	
3/5	<ul> <li>Online Transfer Ref #lbejvx6Ybx to Way2Save Checking xxxxxx9938 on 03/05/12</li> </ul>		4,000.00	84,255.75
3/6	* Overdraft Protection to 1590		203.66	84,052.09
3/7	Overdraft Protection to 1590		134.13	
3/7	Withdrawal Made in A Branch/Store		4,000.00	79,917.96
3/16	* Online Transfer Ref #lbe59T2Piv to Way2Seve Checking xxxxxx9938 on 03/16/12		1,000.00	78,917.96
3/19	Withdrawal Made in A Branch/Store		2,550.00	
3/19	Withdrawal Made in A Branch/Store		9,000,00	67-367.96

Primary account number:

# REDACTED DUE TO 1590 March 1, 2012 March 31, 2012 No Frage S of 5 OUTSIDE OF THE SCOPE OF THE ORDER



### Transaction history (continued)



The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

* Indicates transactions that count toward the Federal Reserve Board Regulation D limit. You have been assessed one or more Excess Activity Fees this statement period, because activity in your account exceeded the federally-mandated combined total limit of six (6) per month of the following types of transactions for savings accounts:

Transfers made by telephone or Online (including Bill Pay), automatic transfers for Overdraft coverage to your checking account, preauthorized transfers and withdrawals from your account (including automatic and wire transfers) checks, drafts, or similar other withdrawals payable to third parties, and Check Card or ATM card purchases that post to your savings account.

There are no limits on the number of ATM or in-branch withdrawals or transfers: For more information, please refer to your Account Agreement.

### Account transaction fees summary

Service charge description	Units used	Units included	Excess units	Service charge per excess units (\$)	Total service charge (\$)
Total service charges					\$0.00

Driman/	SCCOLINT	number:	

■1590 ■ March 1, 2012 - March 31, 2012 ■ Page 5 of 5



### General statement policies for Wells Fargo Bank

**a** Notice: Wells Fargo Bank, N.A. may furnish information about accounts belonging to individuals, including sole proprietorships, to consumer reporting agencies. If this applies to you, you have the right to dispute the accuracy of information that we have reported by writing to us at: Overdraft Collections and Recovery, P.O. Box 5058, Portland, OR 97208-5058.

You must describe the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that relates to an identity theft, you will need to provide us with an identity theft report.

Account Balance Calculation Worksheet	Number	Items Outstanding	Amount
Use the following worksheet to calculate your overall account balance.			
Go through your register and mark each check, withdrawal, ATM			
transaction, payment, deposit or other credit listed on your statement.			
Be sure that your register shows any interest paid into your account and any service charges, automatic payments or ATM transactions withdrawn			
from your account during this statement period.			
3. Use the chart to the right to list any deposits, transfers to your account,			
outstanding checks, ATM withdrawals, ATM payments or any other			
withdrawals (including any from previous months) which are listed in			
your register but not shown on your statement.			
ENTER			·
A. The ending balance			
shown on your statement			
ADD			
· ·			
register or transfers into	-		
your account which are not			
B. Any deposits listed in your register or transfers into your account which are not shown on your statement.			
	•		
CALCULATE THE SUBTOTAL			
(Add Parts A and B)			
* TOTAL \$	_		
SUBTRACT			
C. The total outstanding checks and			
withdrawals from the chart above			
CALCULATE THE ENDING BALANCE		-	
(Part A + Part B - Part C)			
This amount should be the same	<del></del>		
as the current balance shown in	7		<del></del>
your check register	.]		
	<b>-</b>		
		Total amount \$	

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